

**VOLUNTARY SETTLEMENT OF TRANSITION TO TOWN STATUS AND  
OTHER RELATED ISSUES BETWEEN  
THE CITY OF BEDFORD AND THE COUNTY OF BEDFORD**

**AUTHORIZED BY  
THE BEDFORD CITY COUNCIL  
AND  
THE BEDFORD COUNTY BOARD OF SUPERVISORS**

**SEPTEMBER 14, 2011**

## TABLE OF CONTENTS

ARTICLE I: DEFINITIONS.....	1
ARTICLE II: TRANSITION TO TOWN STATUS.....	3
2.1 General.....	3
ARTICLE III: LIABILITIES AND ASSETS OF THE CITY.....	4
3.1 General Disposition of Liabilities and Assets.....	4
3.2 Transfer of Bedford Elementary School.....	4
3.3 Transfer of Bedford Central Library.....	5
3.4 Transfer of City Interest in Bedford Welcome Center.....	5
ARTICLE IV: COUNTY PAYMENTS TO TOWN.....	6
4.1 County Payments to Town.....	6
4.2 Obligations Subject to Appropriation.....	7
ARTICLE V: PUBLIC EDUCATION.....	8
5.1 Dissolution of City School Division.....	8
5.2 Interim Use of City Middle School.....	8
ARTICLE VI: OTHER PUBLIC SERVICES.....	9
6.1 Allocation of Governmental Services.....	9
6.2 Water and Sewer Services.....	9
6.3 Tourism Program.....	11
6.4 Solid Waste Collection and Disposal.....	12
6.5 Dispatching Services.....	12
6.6 Building Code Enforcement and Zoning.....	13
6.7 Fire Department Services.....	14
6.8 Economic Development.....	14
6.9 Recreation.....	15
6.10 Library.....	15
6.11 Regional Jail.....	16
6.12 Regional Juvenile Detention Home.....	16
6.13 Animal Shelter.....	16
ARTICLE VII: ECONOMIC DEVELOPMENT AND GROWTH MANAGEMENT AREAS.....	16
7.1 General.....	16
7.2 Zoning and Land Use.....	18
ARTICLE VIII: PHASE I BOUNDARY ADJUSTMENT.....	19
8.1 Phase I Boundary Adjustment Areas.....	19
8.2 Effective Date of Phase I Boundary Adjustment.....	20
8.3 Interim Zoning Classifications.....	20

8.4 Affirmation or Rezoning of Interim Zoning Classifications.....	21
8.5 Extension of Municipal Services.....	21

#### ARTICLE IX: PHASE II BOUNDARY ADJUSTMENT

9.1 Phase II Boundary Adjustment Areas.....	22
9.2 Partial Phase II Boundary Adjustment.....	23
9.3 Provisions in the Boundary Adjustment Ordinance.....	24
9.4 Conditions Precedent to Boundary Adjustment by Ordinance.....	24
9.5 Effective Date of Boundary Adjustment by Ordinance.....	26
9.6 Certified Copies of Boundary Adjustment Ordinance.....	26
9.7 Incorporation of Remaining Phase II Boundary Adjustment Areas.....	26
9.8 Extension of Municipal Services.....	28

#### ARTICLE X: PHASE III BOUNDARY ADJUSTMENT.....

10.1 Phase III Boundary Adjustments.....	28
10.2 Areas Eligible to be Incorporated.....	29
10.3 Provisions in the Boundary Adjustment Ordinance.....	30
10.4 Conditions Precedent to Boundary Adjustment by Ordinance.....	31
10.5 Effective Date of Boundary Adjustment by Ordinance.....	32
10.6 Certified Copies of Boundary Adjustment Ordinance.....	32
10.7 Incorporation of Remaining Phase III Boundary Adjustment Areas.....	33
10.8 Extension of Municipal Services.....	34

#### ARTICLE XI: WAIVER OF ANNEXATION RIGHTS.....

11.1 Waiver of Annexation Rights.....	34
11.2 Citizen Annexation.....	35

#### ARTICLE XII: COMMISSION AND COURT APPROVAL.....

12.1 Commission Approval.....	35
12.2 Submission to Court.....	36
12.3 Termination if Agreement Modified.....	36

#### ARTICLE XIII: MISCELLANEOUS PROVISIONS.....

13.1 Transfer of Records and Equipment.....	36
13.2 Repeal of Joint Economic Development and Growth Sharing Agreement.....	36
13.3 Town Council.....	37
13.4 Binding on Future Governing Bodies.....	37
13.5 Enforceability.....	37
13.6 Standing.....	37
13.7 Obligations and Agreements of the Town.....	37
13.8 Amendments to Agreement.....	38
13.9 Effective Date.....	38

#### EXHIBITS

## **EXHIBITS**

1. Transfer Agreement Documents for Bedford Elementary School, Bedford Central Library, and Bedford Welcome Center
2. Tax Map Depicting Bedford Elementary School Property To Be Conveyed To Bedford County
3. Tax Map Depicting Bedford Central Library Property To Be Conveyed To Bedford County
4. Tax Map Depicting Bedford Welcome Center Property To Be Conveyed To Bedford County
5. Determination of County Payments to Town
6. Lease Agreement for Future Use of Bedford Middle School by Bedford County Public Schools
7. Principles Governing the Creation of the Bedford Regional Utility Authority
8. Map Depicting Boundary Adjustment Areas
9. Bedford County Development Standards for Major Subdivisions
10. List of Properties by Tax Parcel Included in the Phase I Boundary Adjustment Area
11. List of Properties by Tax Parcel Included in the Phase II Boundary Adjustment Area
12. List of Properties by Tax Parcel Included in the Phase III Boundary Adjustment Area
13. Example of Phase II Boundary Adjustment
14. Example of Phase III Boundary Adjustment
15. Example of Phase II Boundary Adjustment for Remaining Parcels Based on 60% Development
16. List of Parcels Including Bison Printing Property, North Hills Subdivision, and Town & Country Subdivision

**VOLUNTARY SETTLEMENT OF TRANSITION TO TOWN STATUS AND  
OTHER RELATED ISSUES BETWEEN  
THE CITY OF BEDFORD AND THE COUNTY OF BEDFORD**

This Agreement is made and entered into this 14th day of September, 2011, by and between the **CITY OF BEDFORD, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (the “City”), and the **COUNTY OF BEDFORD, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”) (together, the “Parties”), pursuant to Title 15.2, Chapter 34 (§ 15.2-3400 et seq.) and Chapter 41 (§ 15.2- 4100 et seq.) of the Code of Virginia (1950), as amended (the “Code”).

WHEREAS, the City and the County have studied the feasibility of a partial consolidation of their two political subdivisions by means of a transition of the City to a town located within and constituting part of the County; and

WHEREAS, the City and the County have concluded that such a transition of the City to town status will provide long-term benefits for the citizens of their communities including, among others, (i) increased opportunities for more efficient delivery of needed services, (ii) expanded cooperation in pursuing economic development and employment for the City/County region, (iii) substantial financial incentives offered by the Commonwealth for the implementation of such a partial consolidation, (iv) simplified boundary adjustments for the new town, and (v) the creation of a new authority to operate water and sewer systems in the City and County that may increase the availability of such services and lower the capital expenses for the operation of such systems; and

WHEREAS, the City seeks to establish a traditional town/county relationship

with the County, including the same rights, powers and responsibilities as are granted to existing towns by the Code of Virginia; and

WHEREAS, the transition of the City to town status within the County would further the interest of the State in promoting strong and viable units of local government; and

WHEREAS, the City and the County have reached this Agreement, pursuant to Title 15.2, Chapter 34 and Chapter 41 of the Virginia Code, providing for the transition of the City to town status, the allocation of governmental services following that change in governmental structure, the transfer of certain properties, the sharing of certain revenues, the adjustment of the boundaries of the Town, and for other matters; and

WHEREAS, the provisions of this Agreement are deemed by the parties to be in the best interests of the City, the County, their respective residents, and the Commonwealth of Virginia;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE I**

### **DEFINITIONS**

The Parties hereto agree that the following words, terms, and abbreviations as used in this Agreement shall have the following defined meanings, unless the context clearly provides otherwise:

**Section 1.1 City.** “City” shall mean the City of Bedford, Virginia.

**Section 1.2 Town.** “Town” shall mean the new Town of Bedford, Virginia.

**Section 1.3 Code.** “Code” shall mean the Code of Virginia of 1950, as amended.

**Section 1.4 Commission** “Commission” shall mean the Commission on Local Government.

**Section 1.5 County.** “County” shall mean the County of Bedford, Virginia.

**Section 1.6 Special Court.** “Special Court” shall mean the special three-judge Court appointed by the Supreme Court of Virginia pursuant to Title 15.2, Chapter 30, § 15.2-3000 of the Code.

**Section 1.7 Section.** “Section” refers to parts of this Agreement unless the context indicates that the reference is to parts of the Code.

**Section 1.8 Agreement.** “Agreement,” as used herein, shall mean this Voluntary Settlement Agreement between the City and the County reached pursuant to Title 15. 2, Chapter 34, Voluntary Settlements, §15.2-3400, *et seq.*, of the Code.

**Section 1.9 Applicability.** The terms defined in this Article shall be applicable to all exhibits to this Voluntary Settlement Agreement.

## **ARTICLE II**

### **TRANSITION TO TOWN STATUS**

**Section 2.1 General.** Upon the date specified in Section 13.9, the City of Bedford shall make a transition from an independent city to a town located within and constituting part of Bedford County. The Town shall possess all powers and have such authority as granted by general law to other towns in the Commonwealth and such other powers and authority as granted by charter or other special acts of the General Assembly. Until a new charter is granted by the General Assembly, the present City charter shall be conformed to a town charter by the Special Court, pursuant to Section 15.2-4112 of the Virginia Code. The conformed town charter shall retain the same grants of authority contained in the present City charter, except as modified in this Agreement.

## ARTICLE III

### **LIABILITIES AND ASSETS OF THE CITY**

**Section 3.1 General Disposition of Liabilities and Assets.** Except as provided in this Agreement, the Town shall remain liable for all of the bonded indebtedness, current debts, obligations, and other liabilities it incurred as a City, and the title to all of the real and personal property of the City and all of the City's rights and privileges under any contract, and all of its books, records, papers and other things of value shall vest in and become the property of the Town.

**Section 3.2 Transfer of Bedford Elementary School.** On the effective date of transition to town status, the City shall assign, transfer, and convey to the County, "as is" and without warranty, and the County agrees to accept and acquire from the City, the Bedford Elementary School, including the City's interests in all real and tangible personal property pursuant to the terms and conditions of this agreement. The conveyance shall be made by a deed substantially in the form attached hereto as Exhibit 1. The Bedford Elementary School includes a building, furnishings, equipment, and approximately 28 acres of land, as shown on the tax map attached as Exhibit 2. The County shall assume all liabilities accruing from and after the effective date of town status with respect to the ownership and operation of the Bedford Elementary School. Liabilities and obligations accruing prior to the effective date of town status shall be allocated between the City and the County in accordance with the provisions of the Agreement for Public Schools and Educational Programs, dated June 28, 1988. For example, the Town shall pay all bills for heating fuel, liquid propane gas, water,

sewerage and electricity used at the Bedford Elementary School prior to the effective date of transition to town status, but which were not billed until after the effective date of town status.

**Section 3.3 Transfer of Bedford Central Library.** On the effective date of transition to town status, the City shall assign, transfer, and convey to the County, “as is” and without warranty, and the County agrees to accept and acquire from the City, the Bedford Central Library including the City’s interests in all real and tangible personal property pursuant to the terms and conditions of this agreement. The conveyance shall be made by a deed substantially in the form attached hereto as Exhibit 1. The Bedford Central Library includes a building and approximately 2 acres of land, including an adjoining parking lot, as shown on the tax map attached as Exhibit 3. The City’s interests in the library collection and in all other tangible personal property at the Central Library shall be conveyed to the County. The County shall assume all liabilities accruing from and after the effective date of town status with respect to the ownership and operation of the Bedford Central Library.

**Section 3.4 Transfer of City Interest in Bedford Welcome Center.** On the effective date of transition to town status, the City shall assign, transfer, and convey “as is” and without warranty to the County, and the County agrees to accept and acquire from the City, the City’s interest in the Bedford Welcome Center including the City’s interests in all real and tangible personal property pursuant to the terms and conditions of this agreement. The conveyance shall be made by a deed substantially in the form attached hereto as Exhibit 1. The Bedford Welcome Center includes a building, furnishings and equipment, with the exception of exhibits owned by others, and

approximately 3 acres of land, as shown on the tax map attached as Exhibit 4. The County shall assume all liabilities accruing from and after the effective date of town status with respect to the ownership and operation of the Bedford Welcome Center.

## **ARTICLE IV**

### **COUNTY PAYMENTS TO TOWN**

**Section 4.1 County Payments to Town.** The Parties recognize that the General Assembly has provided financial incentives for the consolidation of Virginia localities, including temporary increases in state education funding for 15 years as provided in the 2010 Acts of Assembly, Chapter 874, Item 132, and in any subsequent Appropriation Acts (The “Incentive Payment”). In consideration of such financial incentives and the transfer of certain facilities to the County, and further in consideration of the fact that this incentive is part of the Appropriations Act, the County agrees to pay to the Town a guaranteed annual sum of \$500,000 for a period of 15 years. In any year in which the Incentive Payment is \$4,000,000 or greater, the County shall pay the Town the additional sum of \$250,000. If the Incentive Payment is less than \$4 million, the additional payment to the Town will be reduced by the following formula: the \$250,000 additional payment will be reduced by the same percentage by which the Incentive Payment is less than \$4 million. For example, if the Incentive Payment is \$3 million, the percentage decrease is 25%. A 25% percent decrease of \$250,000 is \$62,500, yielding \$187,500. The net payment to the Town would be \$500,000 plus \$187,000, or a total of \$687,500. The “Incentive Payment” shall be calculated by determining the amount of the payment for educational services made by the State to the County each year based on the special composite index established by the State Board of Education as provided in the 2010

Acts of Assembly, Chapter 874, Item 132, and in the subsequent Appropriation Acts, as such provision for a special composite index may be revised from time to time, less the payment that would have been made each year on the basis of the composite index calculated for the County using the standard method of computing such index figure as set forth in the Acts of Assembly, as such method may be revised from time to time. See Exhibit 5 for more information regarding the calculation of the additional payment. The County shall make the first payment by November 15 following the effective date of town status. It shall make subsequent payments by the fifteenth day of November of each calendar year.

**Section 4.2 Obligations Subject to Appropriation.** The County's obligation to make such payments for 15 years shall be subject to annual appropriations by the County Board of Supervisors of sufficient funds to meet such obligations. If the County decides not to appropriate funds in any year sufficient to satisfy such obligations, the Town shall have the option of requiring the County to convey to the Town fee simple ownership of the Bedford Welcome Center. In addition, if the County determines not to appropriate such funds, the Town shall have the right immediately to incorporate into the Town the Phase II and Phase III Boundary Adjustment Areas, as identified in Article VII of the Agreement. In that case, the Town may incorporate such areas by adoption of an ordinance and shall follow the procedures described in Articles IX and X. However, it shall not be necessary for the Town to meet the eligibility requirements set forth in Section 9.2 or Section 10.2. Instead, the Town shall be entitled to incorporate such Areas solely on the basis that the County declined to appropriate sufficient funds to satisfy the payment obligations described in this Section. Such

boundary adjustments shall be effective on the date specified in the Town's ordinance.

## **ARTICLE V**

### **PUBLIC EDUCATION**

**Section 5.1 Dissolution of City School Division.** On the effective date of transition to town status, the existing City of Bedford School Board shall cease to exist, and the Agreement for Public Schools and Educational Programs between the City and the County, dated June 28, 1988, shall terminate and have no further force and effect, except as provided herein. The County of Bedford School Board and its division superintendent shall exercise all the powers conferred and perform all the duties imposed upon them by general law and the State Board of Education to assure quality education for schoolchildren in the expanded area of the County including the Town of Bedford. The County shall be entitled to receive all state and federal educational aid attributable to schoolchildren within the Town after the effective date of transition to town status.

**Section 5.2 Interim Use of City Middle School.** The County intends to construct a new middle school facility within the Liberty High School attendance zone. Until this facility is operational, the County acknowledges its need to use the existing Bedford Middle School facility located at 503 Longwood Avenue. Beginning with the effective date of transition to Town status, the City agrees that it will lease to the County, and the County agrees to lease from the City, the Bedford Middle School facility for successive terms of one year for a maximum total period of up to six years, pursuant to the terms and conditions set forth in a definitive lease agreement, substantially in the form attached hereto as Exhibit 6. Unless the County gives written notice of

termination three months in advance of the end of each term, the lease shall automatically be renewed for an additional one-year term. The lease may be extended beyond six years if the Parties negotiate such an extension. The annual lease payments by the County for use of the Bedford Middle School shall be as follows:

Year 1:	\$120,000
Year 2:	\$120,000
Year 3:	\$120,000
Year 4:	\$450,000
Year 5:	\$450,000
Year 6:	\$750,000

The County's obligation to make such lease payments shall be subject to the annual appropriation of sufficient funds for that purpose. In the event the County declines to appropriate sufficient funds for an additional one-year term, the lease shall terminate at the end of the term for which the County has paid the required lease payments.

## **ARTICLE VI**

### **OTHER PUBLIC SERVICES**

**Section 6.1 Allocation of Governmental Services.** Upon the effective date of town status, the Parties agree that, except as modified by specific provisions below, the County shall provide to Town residents all services that the County is required by general or special law to provide to County residents. All services provided by the County shall be made available without discriminating against residents of the Town because they reside in the Town.

**Section 6.2 Water and Sewer Services.** The City and County agree that consolidation of the existing sewer and water utility systems in the two jurisdictions is critical to sound long-term planning of County and Town development. Both jurisdictions agree that a new joint water and sewer authority (the "Joint Authority") shall be created to

consolidate the water and sewer services provided by the City and the Bedford County Public Service Authority (the "County Authority").

The County and City immediately after initial approval of this Agreement, and beginning before or during the official review by the Commission on Local Government, shall commission studies necessary to complete the consolidation, and the parties shall develop a definitive agreement providing for the creation of the Joint Authority and for the transfer of all sewer and water utility systems (the "Utility Consolidation Agreement").

The consolidation of the two systems shall be accomplished based upon the guidelines set forth in Exhibit 7 attached to this Agreement and shall take place no later than one year after the effective date of reversion.

Until the Joint Authority is created and the assets of the two systems are consolidated, the City or Town and the Bedford County Public Services Authority shall continue to provide such water and sewer services to their respective customers.

The parties recognize that the County Authority as well as the City and County must enter into the Utility Consolidation Agreement in order to accomplish the consolidation of the two systems. If the Utility Consolidation Agreement has not been developed and executed by the City, County and County Authority by July 1, 2012, then the provisions of this Agreement concerning water and sewer services (paragraph 6.2), Phase II Boundary Adjustment (Article IX), and Phase III Boundary Adjustment (Article X) shall not become effective and such provisions shall be null and void except as to the boundary adjustment rights provided in Section 4.2.

**Section 6.3 Tourism Program.** The County will bear sole responsibility for operation of a tourism program for the entire County area, including the Town, following the effective date of transition to town status. However, the City agrees to provide funding of the program through June 30, 2015, based on the following schedule:

Fiscal Year 2010-2011:	\$115,000
Fiscal Year 2011-2012:	\$80,000
Fiscal Year 2012-2013:	60% of transient occupancy tax collected by the Town during the previous fiscal year
Fiscal Year 2013-2014:	60% of transient occupancy tax collected by the Town during the previous fiscal year
Fiscal Year 2014-2015:	60% of transient occupancy tax collected by the Town during the previous fiscal year

The Town funding shall be paid on a quarterly basis during each fiscal year following the effective date of town status. Any necessary additional operational funding shall be paid by the County during each of those fiscal years.

As provided in Section 3.4, the City shall transfer its entire interest in the Bedford Welcome Center to the County on the effective date of town status. In connection with the construction of the Bedford Welcome Center, the City issued certain bonds, and the Town shall remain liable for such indebtedness following the effective date of town status. However, the Welcome Center's construction escrow account shall be used to make all remaining debt payments until such funds have been depleted. In the event the escrow account is insufficient to pay all remaining liabilities, any such liabilities shall be paid equally by the Town and the County, which payments shall be in addition to contributions made by the Town and the County for other operating expenses of the program. The County's obligation to make such payments shall be subject to annual appropriations by the County of sufficient funds to satisfy its share of the obligations. In

the event the County declines to make such appropriations, the Town shall have no obligation to make any further contributions for any operational expenses of the program.

**Section 6.4 Solid Waste Collection and Disposal.** The City currently provides to its residents curbside pickup of solid waste, recycling services, and refuse disposal services. The County currently provides to its residents solid waste and recycling collection sites and refuse disposal services. The County agrees that the Town's individual residents, businesses, and institutions will have the same access to the County's current and any future landfill and recycling facilities and shall pay the same fees as other County residents of the same category for the use of such facilities. The Town shall have the right to deliver to the County's current and any future landfill for disposal or to any County recycling facility for recycling and disposal, all solid waste and recyclable materials that it collects from its residential customers within the boundaries of the Town without payment of any charge or fee, as long as the County continues its current policy of not requiring individual residents to pay any charge or fee for such disposal services. If the County imposes a disposal fee for such services, the fee shall apply uniformly to all County residents, including residents of the Town, and the County may require the Town to pay a disposal fee for solid waste and recyclable materials collected from its residential customers within the boundaries of the Town, as long as the fee is comparable to the fees imposed on individual County residents in terms of the quantity of solid waste or recyclable materials delivered to the County landfill or recycling facility.

**Section 6.5 Dispatching Services.** The County shall provide dispatching services serving law enforcement, fire, and rescue personnel for the County and the Town, and

the costs of such services shall be paid for by the County, subject to annual appropriations of sufficient funding to satisfy such obligations. However, the Town shall pay the costs of dispatching services directly attributable to calls for service in connection with the operations of the Town's Electric Department, which shall be based on the average cost per dispatching communication multiplied by the number of such communications related to the Electric Department. The average cost shall be based on total operating expenses for the County's communications center. Payment by the Town to the County shall be made on an annual basis. Upon the effective date of transition to town status, the joint dispatch center agreement, dated January 1, 1999, between the City and the County shall be automatically terminated, including the board of directors established therein. The City and the County are also parties to an Intergovernmental Agreement, dated May 1, 1996 ("Intergovernmental Agreement"), which created the Central Virginia Radio Communications Board to construct and operate a certain radio communications system to serve the fire, police, emergency and other communication needs of all participating localities. Such system is used in connection with the current joint communications center operated by the City and the County to provide dispatching services. The County shall assume and be responsible, upon and following the effective date of town status, for all financial and other obligations of the Town under the Intergovernmental Agreement.

**Section 6.6 Building Code Enforcement and Zoning.**

- A. Within the Town boundaries, the County shall enforce all State-mandated building

codes and the County's erosion and sediment control ordinance. The County shall issue all permits related to building codes and erosion and sediment control. The County shall also perform all inspections associated with such codes and regulations for those permits issued after the effective date of town status and shall collect permit fees specifically associated with such activities. The County's obligation to undertake such actions shall continue as long as the State imposes such requirements on localities. However, the Town shall retain the option to take over such functions with Town personnel at any time.

- B. The Town will exercise zoning authority within its boundaries as authorized by the Code of Virginia and will continue to collect permit fees specifically associated with such activities. No building permit or certificate of occupancy shall be granted for any use by the County within Town limits prior to Town certification of zoning approval.

**Section 6.7 Fire Department Services.** An existing fire services agreement, dated December 7, 1981, between the City and the County provides for contributions by the County to the City's fire department, and such agreement shall remain in effect until July 1, 2013. The County commits to have a revised funding policy in place for public fire safety agencies by April 15, 2013.

**Section 6.8 Economic Development.**

- A. The County Economic Development Authority will use its best efforts to market the central area of the County, including the Town, for economic development.
- B. When all existing debt of the Bedford Joint Economic Development Authority has been fully paid, the Town and the County will direct the Board of Directors

of the Bedford Joint Economic Development Authority to dissolve the Authority pursuant to Article Nine of the Bylaws of the Bedford Joint Economic Development Authority and the provisions of Virginia Code § 15.2-4914. The Town and the County will further direct the Board to transfer title of its property known as the Bedford Center for Business and all other assets and liabilities to the Bedford County Economic Development Authority.

**Section 6.9 Recreation.**

The City and County agree that a separate “area athletic association” will be created for the provision of youth sports to Town residents for as long as the County uses such athletic associations to provide youth athletic programs. The Town athletic association shall be funded by the County Parks and Recreation Department in the same manner as all other recreation and athletic associations in the County. The Town shall retain ownership of all recreational facilities and parks owned by the City.

**Section 6.10 Library.** On the effective date of the transition of the City to town status, the County shall assume responsibility for providing all funding for the operation of the Bedford Central Library, which shall be transferred to the County, as provided in Section 3.3. The Regional Library agreement, dated May 29, 1981, between the City and the County (the “Library Agreement”) shall be automatically terminated on the effective date of town status, including the Regional Library Board established therein, and shall have no further force or effect. The disposition of all real and tangible personal property shall be governed by Sections 3.3 and 6.10 of this Agreement and not by the dissolution provisions of the Library Agreement.

**Section 6.11 Regional Jail.** The City and the County are members of the Blue Ridge Regional Jail Authority (the “Jail Authority”). The County shall assume all liabilities of the City to the Jail Authority accruing from and after the effective date of the transition of the City to town status, including those liabilities arising under the Jail Authority Service Agreement, dated November 10, 1994, as amended. As of such effective date, all then-existing City inmates shall be deemed inmates of the County.

**Section 6.12 Regional Juvenile Detention Home.** The City and the County are parties to a juvenile detention home agreement, dated April 10, 1996 (the “Juvenile Home Agreement”), by which they use space at a juvenile detention home operated by the City of Lynchburg. The County shall assume all liabilities of the City accruing under the Juvenile Home Agreement from and after the effective date of the transition of the City to town status. As of such effective date, all juveniles deemed to be the responsibility of the City shall be deemed the responsibility of the County.

**Section 6.13 Animal Shelter.** The Town shall have the right to deliver to the County’s current and any future animal shelter all stray animals picked up by Town animal control personnel without payment of any charge or fee. The Animal Shelter Agreement dated 22 September 2004, between the City and the County, shall terminate on the effective date of town status.

## **ARTICLE VII ECONOMIC DEVELOPMENT AND GROWTH MANAGEMENT AREAS**

### **Section 7.1 General.**

- A. The City Council and the Board of Supervisors are aware that there is a significant commercial and industrial base in the present City, and that after

transition to town status, it will be in the interest of both the County and the Town to plan for continued growth of the Town as one of the primary commercial and industrial areas of the County. The Parties intend to maintain the economic vitality of the Town and to provide for the orderly growth of the Town in conjunction with the County. Accordingly, the parties have agreed that certain economic development areas currently adjacent to the City boundaries shall become part of the Town of Bedford upon the transition of the City to town status. These areas are shown as “Phase I Boundary Adjustment Areas” on the map dated December 14, 2009, with a revision date of March 29, 2010, attached as Exhibit 8, and shall be incorporated into the Town as provided in Article VIII of the Agreement.

- B. Additional areas designated on said map as Phase II and Phase III Boundary Adjustment Areas shall constitute “Growth Management Areas.” Within six months after the effective date of town status, the Parties shall incorporate into their respective comprehensive plans the provisions of this Agreement pertaining to the Phase II and Phase III Boundary Adjustment Areas.
- C. The Phase II Boundary Adjustment Areas are comprised of areas that are already developed in an urban fashion and additional areas which are likely to develop in the near future and which will all be incorporated into the Town boundaries no later than ten years after the effective date of town status.
- D. The Phase III Boundary Adjustment Areas are comprised of six possible urban or suburban development areas that may be incorporated into the Town limits

only if and when development occurs.

- E. The Parties intend that urban and suburban growth in the central part of the County should be concentrated in the Town and in the Growth Management Areas.

**Section 7.2 Zoning and Land Use.**

- A. The City and the County agree that it is in their mutual interests to ensure that future development in the Phase II and Phase III Boundary Adjustment Areas is compatible with the density and quality of development within the current City.
- B. No later than the effective date of transition to town status, the County agrees to amend its zoning and subdivision ordinances to provide for an overlay district applicable to all zoning districts in the Phase II and Phase III Boundary Adjustment Areas. The overlay district shall provide that all major subdivisions of property recorded after the effective date of transition to town status must substantially comply with the same standards for streets, curb and gutter, sidewalks, and street lights as are applicable, as of December 31, 2010, under such County ordinances (i) to multifamily and townhouse developments and (ii) to developments with a density of greater than three units per acre. “Major subdivisions” shall include all subdivisions except for “family subdivisions” and “minor subdivisions” as currently defined in the County ordinances. A copy of such County development standards, as of December 31, 2010, is attached as Exhibit 9.
- C. Such provisions in County zoning and subdivision ordinances shall remain in

effect for all major subdivisions in the Growth Management Areas until different standards are approved by both the Board of Supervisors and the Town Council following receipt of recommendations from the planning commissions of the two jurisdictions. Upon the incorporation into the Town of any portion of the Phase II and Phase III Boundary Adjustment Areas, the zoning and subdivision ordinances of the Town shall apply to the development of all subdivisions within such areas.

- D. The City agrees to amend its R-1 zoning district provisions to change the minimum lot size to 10,000 square feet no later than the effective date of transition to town status and shall retain such minimum lot size for ten years.
- E. Promptly following its transition to town status, the City agrees that the Town will adopt the same use value assessment and taxation ordinance as the County which will be applicable to areas within the then existing Town and in any area that subsequently is incorporated into its boundaries.

## **ARTICLE VIII**

### **PHASE I BOUNDARY ADJUSTMENT**

**Section 8.1 Phase I Boundary Adjustment Areas.** The Town boundary shall be adjusted to incorporate areas of the County collectively referred to as the “Phase I Boundary Adjustment Areas.” The Phase I Boundary Adjustment Areas are depicted on the map dated December 14, 2009, with a revision date of March 29, 2010, attached as Exhibit 8, and are described by tax parcel on attached Exhibit 10. The general descriptions and tax parcel numbers of the Phase I Boundary Adjustment Areas are as follows:

- a) Oakwood Villas (110-A-17A)

- b) Old City Landfill property (130-A-2)
- c) Lynchburg Crane property (130-A-4)
- d) Greater Independence development proposal (130-A-4A)
- e) Route 460 East Revenue Sharing Area
- f) Area of Route 122 South adjacent to current City limits (146-A-46, 146-A-47, 146-A-48, 146-A-49, 146-A-88, 146-A-88A, 146-A-88D, 146B-1-1, 146B-1-2, 146B-1-3, 146B-1-3A, 146B-1-4, 146B-1-5A, 146B-4-6, 146B-1-7, 146B-1-8, 146B-1-9, 146B-1-10, and 146B-1-10A)
- g) Liberty Lake Park (146-A-89 and 146-A-88C)
- h) Harmony development proposal (128-A-32)
- i) Route 460 West Revenue Sharing Area south of railroad track
- j) Elks property (128-3-4, 128-A-50, 109-A-39A, 109-A-39, 128-A- 50A, 128-A-50B)
- k) Parcels bounded by Lowry Street and current City limits
- l) Otey Street parcel (130-2-1)
- m) All “stranded” parcels bounded by Roberts Lane and Route 460 Bypass

**Section 8.2 Effective Date of Phase I Boundary Adjustment.** The Phase I

Boundary Adjustment shall become effective on the date of transition to town status.

**Section 8.3 Interim Zoning Classifications.** The City agrees to amend its zoning

ordinance to provide that, upon the effective date of the Phase I Boundary

Adjustment, each tax parcel or parcel of land in the Phase I Boundary Adjustment

Area shall be temporarily classified as part of the Town’s zoning district that is

most comparable to the County's zoning district in which each such tax parcel was located immediately prior to the boundary adjustment. Based upon the existing City and County zoning districts, the most comparable districts are as follows:

<b>COUNTY ZONING DISTRICT</b>	<b>CITY ZONING DISTRICT</b>
R-1 Low Density Residential	R-1 Single Family Residential
R-2 Medium Density Residential R-3 Medium Density Multi-Family Residential	R-2 Medium Density Residential
Residential R-4 High Density Residential	R-3 High Density Residential
PRD Planned Residential Development	PRD Planned Residential Development
R-MH Manufactured Home Residential	R-1E Low Density Residential
NC Neighborhood Commercial	B-1 Limited Business
C-1 Office District C-2 General Commercial PCD Planned Commercial	B-2 General Business
I-1 Low-Intensity Industrial	CLI Commercial/Light Industrial
I-2 Higher-Intensity Industrial PID Planned Industrial	M-1 Manufacturing

**Section 8.4 Affirmation or Rezoning of Interim Zoning Classifications.**

Within six months after the effective date of the adjustment of the Town boundaries to include the Phase I Boundary Adjustment Areas, the Town shall either (i) affirm the zoning districts established pursuant to section 8.3, or (ii) reclassify one or more tax parcels in the Phase I Boundary Adjustment Areas to different zoning districts, as the Town may determine in its discretion.

**Section 8.5 Extension of Municipal Services.** Upon the effective date of the Phase I Boundary Adjustment, the Town shall extend its then-existing governmental

services (including, for example, police protection, solid waste collection, and zoning controls) to the Phase I Boundary Adjustment Areas on the same basis as such services are then, or may thereafter be, provided to areas within the Town's current corporate limits where like conditions exist. The Town shall also undertake the construction of such capital improvements as the Town Council determines, in its discretion, are needed to serve the Phase I Boundary Adjustment Areas in accordance with then existing policies, and at such times as the Town Council deems appropriate. The Special Court will have exclusive jurisdiction to hear any dispute between the Town and County with respect to the Town's compliance with the provisions of this Section and agree that the County has standing to pursue a declaratory judgment action with the Special Court to enforce the provisions of this Section.

## **ARTICLE IX**

### **PHASE II BOUNDARY ADJUSTMENT**

**Section 9.1 Phase II Boundary Adjustment Areas.** Subsequent to the transition to town status, the Town may adjust its boundaries to incorporate all or any portion of certain areas of the County, collectively referred to as "Phase II Boundary Adjustment Areas," in accordance with the requirements of this Article IX. The Town may not exercise this right, except as provided in Section 4.2 of this Agreement, unless and until the City or Town, the County, and the County Service Authority have executed an agreement providing for the consolidation of their water and sewer systems and the creation of the Joint Authority as described in Section 6.2 of this Agreement. The Phase II Boundary Adjustment Areas are depicted on the map dated December 14, 2009, with a revision date of March 29, 2010, attached as Exhibit 8, and are described by tax

parcels on attached Exhibit 11. The general descriptions and tax parcel numbers of the Phase II Boundary Adjustment Areas are as follows:

- a) Parcels adjacent to Stratford Drive plus the residue southward to the creek located on the Witt property (147-A-7B)
- b) Area bounded on west by Route 43, on north by APCO transmission line, and on east by Route 122
- c) Area bounded on northwest by Little Otter River, on east by current City limit (near Route 43), and on south by current City limit (north of railroad track)
- d) Area bounded on west by Route 122, on north and northeast by Little Otter River, and on south by railroad track
- e) Town and Country subdivision plus residue westward to creek on Woolfolk property (128-A-37)

However, those portions of the Phase II Boundary Adjustment Areas generally known as the Bison Printing property (Tax Parcel 109-A-45), the North Hills Subdivision, and the Town and Country Subdivision, as described on the attached Exhibit 16, shall not be eligible for incorporation into the Town in accordance with Sections 9.2, 9.3, 9.4, and 9.5 of this Agreement. Instead, such subdivisions shall be incorporated into the Town only in accordance with the requirements and procedures of Section 9.7 of this Agreement, except as provided in Section 4.2 of this Agreement.

**Section 9.2 Partial Phase II Boundary Adjustment** Subsequent to the effective date of this Agreement, the boundaries of the Town may be adjusted to incorporate all or any portions of the Phase II Boundary Adjustment Areas that are contiguous to the existing Town

boundary, if each non-contiguous area designated by the Town for a boundary adjustment consists of parcels of land that have an average size of three acres or less based on recorded subdivision plats or deeds. An example of a boundary adjustment that would meet such requirements is described on the attached Exhibit 13. The boundary adjustment will take place upon passage of an ordinance by a majority vote of the members of the Town Council. The Town may incorporate qualifying portions of the Phase II Boundary Adjustment Areas by the adoption of one or more ordinances following the effective date of this Agreement. Each boundary adjustment shall take effect on the date specified in the ordinance and shall not require a review by the Commission or action by any court.

**Section 9.3 Provisions in the Boundary Adjustment Ordinance.** A boundary adjustment ordinance adopted by the Town Council shall include (i) a metes and bounds description and survey plat of the area or areas to be incorporated into the Town, (ii) a general statement of the Town services to be provided in such area or areas and the capital improvements, if any, to be constructed therein, and (iii) the effective date of the boundary adjustment.

**Section 9.4 Conditions Precedent to Boundary Adjustment by Ordinance.** The Town may adopt any number of separate ordinances to incorporate portions of the Phase II Boundary Adjustment Areas at different times subsequent to the effective date of town status. However, the Town shall not pass any ordinance to adjust its boundary to incorporate any territory in the Phase II Boundary Adjustment Areas pursuant to Section 9.2 of this Agreement unless and until:

A. The Town provides the County written notice of its intent to adopt an

- ordinance adjusting the Town boundary to incorporate any portion of the Phase II Boundary Adjustment Areas. Such notices shall be delivered at least 60 days prior to the adoption of the ordinance.
- B. The Town provides with the notice to the County (i) a metes and bounds description and survey plat of the area or areas to be incorporated into the Town and (ii) a written statement of the basis for the Town's determination that such area or areas meet the requirements in Article IX.
- C. The County gives notice to the Town within such 60-day notice period that it does not object to the boundary adjustment. If the County objects to the boundary adjustment, the County shall give written notice to the Town (i) detailing its reasons for objecting and (ii) stating why the County believes the proposed boundary adjustment is not in compliance with this Agreement. The Town agrees that it will not pass any boundary adjustment ordinance until such dispute between the Town and the County has been resolved.
- D. The Town and the County further agree that should the County give notice of its objection to the boundary adjustment, both the Town and the County shall have the standing to immediately initiate a declaratory judgment action with the Special Court appointed to affirm, validate and give full force and effect to this Agreement to determine if the proposed boundary adjustment is in accordance with this Agreement.
- E. The Town has held a public hearing on the proposed boundary adjustment ordinance prior to its adoption. Notice of the public hearing and the Town's intention to adopt the ordinance shall be published once a week for two

successive weeks in a newspaper having general circulation in the Town and the County. The notice shall include either the full text of the ordinance or a descriptive summary of the ordinance with a statement that a copy of the full ordinance is available for inspection in the office of the Town Manager.

**Section 9.5 Effective Date of Boundary Adjustment by Ordinance.** The

effective date of any boundary adjustment that occurs pursuant to Section 9.2 of this Agreement shall be fixed or established in the boundary adjustment ordinance and shall be no sooner than 30 days after the date of adoption of such Ordinance.

**Section 9.6 Certified Copies of Boundary Adjustment Ordinance.** Following the adoption of the boundary adjustment ordinance, the Town shall file a certified copy of the ordinance with the Circuit Court of Bedford County, the Secretary of the Commonwealth, the State Corporation Commission, and the Department of Taxation of the Commonwealth of Virginia.

**Section 9.7 Incorporation of Remaining Phase II Boundary Adjustment Areas.**

Any and all parcels in the Phase II Boundary Adjustment Areas that have not already become part of the Town pursuant to Section 9.2 shall automatically become part of the Town ten years after the effective date of the Phase I Boundary Adjustment, upon adoption of an ordinance providing for such incorporation of the remaining portions of the Phase II Boundary Adjustment Areas. In adopting the ordinance for this boundary adjustment, the Town shall not be required to satisfy the criteria set forth in Section 9.2. In the event, however, that public water and sewer rates in the Town and the County are equalized prior to the end of such ten-year period, all remaining parcels shall be incorporated into the Town on an earlier date prescribed

in an ordinance adopted by the Town, which shall be no sooner than 60 days after the date of adoption. Water and sewer rates shall be deemed to be equalized when the rates used to calculate monthly charges for public water and sewer service provided by the Town, the Bedford County Public Service Authority, and/or a new regional utility authority are identical for each category of customer within the Town and the County. The ordinance adopted by the Town to incorporate such remaining areas shall set forth the facts supporting a finding that the utility rates have been equalized. The Town shall not adopt any such ordinance to incorporate the remaining portions of the Phase II Boundary Adjustment Areas, pursuant to this Section 9.7, until notice of its intention to take such action has been published once a week for two successive weeks in a newspaper having general circulation in the Town and the County. The notice shall include either the full text of the ordinance or a descriptive summary of the ordinance with a statement that a copy of the full ordinance is available for inspection in the office of the Town Manager. However, the Town Council shall not be required to hold a public hearing prior to the adoption of the ordinance. The boundary adjustment of such remaining parcels in the Phase II Boundary Adjustment Areas shall take effect on the date specified in the ordinance and shall not require a review by the Commission or action by any court. However, the Town may not exercise the right to incorporate the Phase II Boundary Adjustment Areas in accordance with this Section 9.7 unless the City or Town, the County, and the County Service Authority have executed an agreement providing for the consolidation of their water and sewer systems and the creation of the Joint Authority as described in Section 6.2 of this Agreement.

**Section 9.8. Extension of Municipal Services.** Upon the effective date of any Phase II Boundary Adjustment, the Town shall extend its then-existing governmental services (including, for example, police protection, solid waste collection, and zoning controls) to the Phase II Boundary Adjustment Areas on the same basis as such services are then, or may thereafter be, provided to areas within the Town’s current corporate limits where like conditions exist. The Town shall also undertake the construction of such capital improvements as the Town Council determines, in its discretion, are needed to serve the Phase II Boundary Adjustment Areas in accordance with then existing policies, and at such times as the Town Council deems appropriate. The Special Court will have exclusive jurisdiction to hear any dispute between the Town and County with respect to the Town’s compliance with the provisions of this Section and agree that the County has standing to pursue a declaratory judgment action with the Special Court to enforce the provisions of this Subsection.

## **ARTICLE X**

### **PHASE III BOUNDARY ADJUSTMENT**

**Section 10.1 Phase III Boundary Adjustments.** Subsequent to the effective date of the City’s transition to town status, the Town may incorporate all or any portion of each of six areas of the County that are collectively referred to as “Phase III Boundary Adjustment Areas” in accordance with the requirements set forth in this Article. The Town may not exercise this right, except as provided by Section 4.2 of this Agreement, unless and until the City or Town, the County, and the County Service Authority have executed an agreement providing for the consolidation of their water and sewer systems

and the creation of the Joint Authority as described in Section 6.2 of this Agreement. The Phase III Boundary Adjustment Areas are depicted on the map dated December 14, 2009, with a revision date of March 29, 2010, attached as Exhibit 8, and are described by tax parcels on attached Exhibit 12.

**Section 10.2 Areas Eligible to be Incorporated.** By adoption of an ordinance, the Town may incorporate all or any portion of the Phase III Boundary Adjustment Areas that meets the following requirements:

- A. An area designated by the Town for a boundary adjustment must be contiguous to the existing Town boundaries and must have a minimum width of 500 feet at the existing Town boundary line.
- B. The area to be incorporated into the Town must be an urban or urbanizing area based on any one or more of the following requirements: (i) the area consists of parcels of land that have an average size of three acres or less (the “lot size requirement”), (ii) the area has a density of at least two or more dwellings per acre (the “density requirement”), or (iii) the area includes parcels of land that are used wholly or in part for commercial or industrial purposes, as defined below (the “business use requirement”).
- C. The area to be incorporated into the Town shall be deemed urban or urbanizing if all of the designated area meets any one of these requirements or if portions of the area meet one requirement and other portions meet other requirements.
- D. The lot size requirement shall be determined by dividing the total acres within the designated area or portion thereof by the total number of parcels of land

based on recorded subdivision plats or deeds.

- E. The density requirement shall be determined by dividing the total acres within the designated area or portion thereof by the total number of dwellings. A “dwelling” shall mean each building or portion thereof designed for one or more persons to live independently of each other, including single-family dwellings, multi-family dwellings, condominiums, apartments, duplexes, or townhouses.
- F. For purposes of the business use requirement, “commercial or industrial” shall mean the use of a parcel of land, wholly or in part, for any non-residential activities, including commercial, industrial, and public uses. “Commercial or industrial” shall not include agricultural uses, including the planting and harvesting of crops or plant growth of any kind, pasture, horticulture, silviculture, dairying, floricultural, or the raising of poultry or livestock.
- G. In determining whether any portion of a designated area to be incorporated into the Town meets the lot size, density, or business use requirements of this Section, the Town may exclude the acreage of any public roads or associated rights-of-way.
- H. An example of a boundary adjustment that would meet such requirements is described on the attached Exhibit 14.

**Section 10.3 Provisions in the Boundary Adjustment Ordinance.** A boundary adjustment ordinance adopted by the Town Council shall include (i) a metes and bounds description and survey plat of the area or areas to be incorporated into the Town, (ii) a general statement of the Town services to be provided in such area or areas and the

capital improvements, if any, to be constructed therein, and (iii) the effective date of the boundary adjustment.

**Section 10.4 Conditions Precedent to Boundary Adjustment by Ordinance.** The Town may adopt any number of separate ordinances to incorporate portions of the Phase III Boundary Adjustment Areas at different times subsequent to the effective date of town status. However, the Town shall not pass any ordinance to incorporate any territory in the Phase III Boundary Adjustment Areas pursuant to this Agreement unless and until:

- A. The Town has provided the County written notice of its intent to adopt an ordinance to incorporate any portion of the Phase III Boundary Adjustment Areas. Such notices shall be delivered at least 60 days prior to the adoption of the ordinance.
- B. The Town provides with the notice (i) a metes and bounds description and survey plat of the area or areas to be incorporated into the Town, and (ii) a written statement of the basis for the Town's determination that such area or areas meet the requirements in Section 10.2.
- C. The County gives notice to the Town within such 60-day notice period that it does not object to the proposed boundary adjustment. In the event the County objects to the boundary adjustment, the County will give written notice to the Town (i) detailing its reasons for objecting and (ii) stating why the County believes the proposed boundary adjustment is not in compliance with the Agreement. The Town shall not adopt the boundary adjustment ordinance until such dispute between the Town and the County has been resolved.

- D. If the County gives notice of its objection to the boundary adjustment, both the Town and the County shall have the standing to immediately initiate a declaratory judgment action with the Special Court appointed to affirm, validate and give full force and effect to this Agreement to determine if the proposed boundary adjustment is in accordance with this Agreement.
- E. The Town has held a public hearing on the proposed boundary adjustment ordinance prior to its adoption. Notice of the public hearing and the Town's intention to adopt the ordinance shall be published once a week for two successive weeks in a newspaper having general circulation in the Town and the County. The notice shall include either the full text of the ordinance or a descriptive summary of the ordinance with a statement that a copy of the full ordinance is available for inspection in the office of the Town Manager.

**Section 10.5 Effective Date of Boundary Adjustment by Ordinance.** The effective date of any boundary adjustment that occurs pursuant to Article X of this Agreement shall be prescribed in the Town ordinance and shall be no sooner than 60 days after the date of adoption of any such ordinance. Each boundary adjustment shall take effect on the date specified in the ordinance without a review by the Commission or action by any court.

**Section 10.6 Certified Copies of Boundary Adjustment Ordinance.** Following the adoption of the boundary adjustment ordinance, the Town shall file a certified copy of the ordinance with the Circuit Court of Bedford County, the Secretary of the Commonwealth, the State Corporation Commission, and the Department of Taxation of the Commonwealth of Virginia.

## **Section 10.7 Incorporation of Remaining Phase III Boundary Adjustment**

**Areas.** The Parties agree that those portions of the six Phase III Boundary Adjustment Areas that have not been incorporated by the Town based on the requirements in Section 10.2 shall each be eligible for a separate boundary adjustment at such time as 60% of the remaining parcels of land (the “60% criterion”) within such a Phase III Boundary Adjustment Area has been developed. A parcel of land shall be deemed to be developed if it satisfies at least one of any of the following criteria:

- (i) the parcel contains three acres or less of land and is used for one or more residential dwellings, as defined in Section 10.2(e);
- (ii) the parcel has a density of two or more dwellings per acre, as calculated in Section 10.2(e); or
- (iii) the parcel is used wholly or in part for commercial or industrial purposes, as defined in Section 10.2(f).

Such remaining parcels of land within each Phase III Boundary Adjustment Area may be incorporated by the Town by adoption of one or more ordinances in accordance with the procedures set forth in Section 10.3. Each such boundary adjustment based on the 60% criterion shall not be required to satisfy the criteria for a boundary adjustment set forth in Section 10.2. In determining whether any such remaining parcels of land meet the 60% requirement, the Town may exclude the acreage of any public roads or associated rights-of-way. An example of a boundary adjustment of the remaining portions of a Phase III Boundary Adjustment Area that would meet such requirements is described on the attached Exhibit 15.

**Section 10.8 Extension of Municipal Services.** Upon the effective date of any Phase III Boundary Adjustment, the Town shall extend its then-existing governmental services (including, for example, police protection, solid waste collection, and zoning controls) to the Phase III Boundary Adjustment Areas on the same basis as such services are then, or may thereafter be, provided to areas within the Town's current corporate limits where like conditions exist. The Town shall also undertake the construction of such capital improvements as the Town Council determines, in its discretion, are needed to serve the Phase III Boundary Adjustment Areas in accordance with then existing policies, and at such times as the Town Council deems appropriate. The Special Court will have exclusive jurisdiction to hear any dispute between the Town and County with respect to the Town's compliance with the provisions of this Section and agree that the County has standing to pursue a declaratory judgment action with the Special Court to enforce the provisions of this Section.

## **ARTICLE XI**

### **WAIVER OF ANNEXATION RIGHTS**

**Section 11.1 Waiver of Annexation Rights.** The Town and County agree that for a period of five years following the effective date of the Phase I Boundary Adjustment, the Town waives all statutory rights to annex County territory pursuant to Title 15.2, Chapter 32, Article 1 of the Code, or any successor provisions, and will not initiate, institute or support any attempt to annex County territory except: (1) as provided in Articles VIII, IX and X as to the Phase II and Phase III Boundary Adjustment Areas; or (2) any annexations that may be the result of mutual agreement between the Town and County; or (3) as provided in

Section 4.2 of this Agreement. It is the intent of the Town and the County that the County be immune from any annexation by the Town for such five-year period except as provided herein and as provided in Articles VIII, IX, and X as to the Phase I, II, and III Boundary Adjustment Areas. This waiver shall automatically be extended for an additional ten years after the initial five-year waiver period, if the City or Town, the County, and the County Service Authority have executed, prior to the expiration of such five-year period, an agreement providing for the consolidation of the water and sewer systems and the creation of the Joint Authority, as described in Section 6.2 of this Agreement.

**Section 11.2 Citizen Annexation.** In the event annexation proceedings are initiated by property owners or qualified voters pursuant to §15.2-3203 of the Code or any statute similar thereto, the Town agrees that it will not support such proceedings during the five-year immunity period and the additional ten-year immunity period, if such additional period becomes effective. The Town specifically agrees that it will not provide any legal assistance, engineering assistance, financial aid or any other aid or assistance to property owners or qualified voters petitioning for annexation pursuant to §15.2-3203 of the Virginia Code other than that which may be required of the Town by the Freedom of Information Act.

## **ARTICLE XII**

### **COMMISSION AND COURT APPROVAL**

**Section 12.1 Commission Approval.** The City and the County agree to initiate the steps necessary and required by Title 15.2, Chapter 34 of the Code (in particular § 15.2-

3400, paragraphs 3, 4, 5 and 6) and Title 15.2, Chapter 29 of the Code (§ 15.2-2900 *et seq.*) to obtain a review of this Agreement by the Commission.

**Section 12.2 Submission to Court.** Following the issuance of the report of findings and recommendations by the Commission, the City and the County agree that they will submit this Agreement in its present form to the Court for approval, as required by Title 15.2, Chapter 34 of the Code (in particular § 15.2-3400, paragraphs 3, 4, 5 and 6 of the Code), unless both parties agree to any change in this Agreement as hereinafter provided.

**Section 12.3 Termination if Agreement Modified.** The City and County agree that if this Agreement is not affirmed without modification by the Court, this Agreement shall immediately terminate. However, the parties may waive termination by mutually agreeing to any recommended modifications.

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

**Section 13.1 Transfer of Records and Equipment.** As a result of the City's transition to town status, the responsibilities of the City's constitutional officers will be assumed by the County's constitutional officers. The parties agree that all necessary records currently maintained by the City's constitutional officers will be transferred to the County's constitutional officers no later than the effective date of the transition to town status. Any records or equipment not needed by the County's constitutional officers will remain the property of the Town.

**Section 13.2 Repeal of Joint Economic Development and Growth Sharing Agreement.** On the effective date of transition to town status, the Joint

Economic Development and Growth Sharing Agreement entered into by the City and the County on February 9, 1998, automatically will terminate and will have no further legal effect.

**Section 13.3 Town Council.** The mayor and members of the City Council shall continue to serve as officers of the Town until their successors are elected or appointed in accordance with statutory requirements and/or actions directed by the Special Court.

**Section 13.4 Binding on Future Governing Bodies.** This Agreement shall be binding upon and inure to the benefit of the City and the County, and each of the future governing bodies of the City and the County, and upon the Town and any other successor to either the City or the County.

**Section 13.5 Enforceability.** This Agreement shall be enforceable by the Special Court affirming, validating and giving full force and effect to this Agreement by successor Special Court appointed pursuant to Title 15.2, Chapter 30 of the Code, pursuant to declaratory judgment action initiated by either of the parties hereto to secure the specific performance of the provisions of this Agreement or any exhibit attached thereto.

**Section 13.6 Standing.** The Town and County agree that each shall have and does have standing to enforce any provision of this Agreement by declaratory judgment action as provided in Section 13.5.

**Section 13.7 Obligations and Agreements of the Town.** All the obligations and agreements herein by the City are deemed by the parties to also be the obligations and agreements of the Town.

**Section 13.8 Amendments to Agreement.** This Agreement may be amended, modified or supplemented, in whole or in part, by mutual consent of the City (or the Town) and the County, by a written document of equal formality and dignity, duly executed by the authorized representative of the City (or the Town) and the County, without requiring further Commission review or Court approval.

**Section 13.9 Effective Date.** The City's transition to town status shall be effective on the date provided in the final court order, but the Parties support an effective date of July 1, 2013.

WITNESS the following signatures and seals.

CITY OF BEDFORD, VIRGINIA

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

COUNTY OF BEDFORD, VIRGINIA

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk

**EXHIBIT 1**

**TRANSFER AGREEMENT DOCUMENTS FOR BEDFORD  
ELEMENTARY SCHOOL, BEDFORD CENTRAL LIBRARY, AND  
BEDFORD WELCOME CENTER**

DEED FOR ELEMENTARY SCHOOL

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between the **CITY OF BEDFORD, VIRGINIA**, a Virginia municipal corporation (herein referred to as the "City"), party of the first part (Grantor); **BEDFORD COUNTY SCHOOL BOARD**, a political subdivision of the Commonwealth of Virginia (herein referred as "County School Board") party of the second part, (Grantee); and **BEDFORD COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (herein referred to herein as the "County"), party of the third part (Grantor).

WHEREAS, the City and the County have entered into a "Voluntary Settlement Agreement dated September 14, 2010 (the "Agreement"), pursuant to which the parties agreed to a partial consolidation of the two governmental entities by means of a transition of the City to a town located within and constituting a part of the County and which provided for the conveyance of the hereinafter described school real estate and related school property interests to the County; and

WHEREAS, the Agreement and its terms were approved by a Special Court as required by the statutes made and provided for such actions by order entered on \_\_\_\_\_, with the transition to town status to become effective on \_\_\_\_\_; and

WHEREAS, the City desires to convey the said school property interests pursuant to the Agreement and the County has directed that the conveyance of school properties be made to the County School Board pursuant to Virginia Code Section 22.1-125, as is evidenced by the County's entering into this deed.

NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the premises and the terms of said Agreement, the City of Bedford, Virginia does hereby REMISE, RELEASE

and forever QUITCLAIM to the Bedford County School Board the following described properties, to-wit:

A. Real Estate. The real estate to be conveyed shall include the school properties to be shown on a new subdivision plat to be prepared at joint expense. The City shall retain the buffer area surrounding the D-Day Memorial property on the south, west and north beginning at the end of the Tiger Trail Cul-de-sac (part of tract 211-A-2 and all of 211-A-5 and tract 211-A-2). The real estate to be conveyed to the School Board shall include the recreation fields south of the D-Day entry road, but shall not include any City properties lying north of that road, including the lot fronting on Burks Hill Road.

B. Tangible Personal Property. The City shall quitclaim to the School Board its interest in any furniture, furnishings and equipment.

This conveyance is made subject to the reservation of electric, water and utility easements shown on the attached plat and to such matters as are of record or apparent upon an inspection of the premises.

The real estate and improvements are conveyed without warranty of title, and the improvements and tangible personal property are conveyed "as is."

IN WITNESS WHEREOF, the City of Bedford, Virginia, a municipal corporation, has caused its name to be hereunto signed by its Mayor and its seal to be affixed and attested by its City Clerk, said action having been authorized by an ordinance duly adopted at a meeting of its City Council held on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_; the above described conveyance of real estate and personal property has been accepted by the Bedford County School Board, pursuant to a resolution duly adopted at a meeting held on \_\_\_\_\_ which authorized the \_\_\_\_\_ to execute such acceptance on behalf of the Bedford County School Board; and the above deed has been approved by Bedford County, Virginia,

pursuant to a resolution of its Board of Supervisors duly adopted at a meeting held on \_\_\_\_\_ which authorized its \_\_\_\_\_ to sign this deed on behalf of the County.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF BEDFORD, VIRGINIA

By: \_\_\_\_\_  
Its Mayor

SEAL

Attest:

\_\_\_\_\_  
Clerk of the Bedford City Council

Approved as to form:

\_\_\_\_\_  
Its City Attorney

BEDFORD COUNTY SCHOOL BOARD

By: \_\_\_\_\_  
Its

Approved as to form:

\_\_\_\_\_

BEDFORD COUNTY, VIRGINIA

By: \_\_\_\_\_  
Its

Approved as to form:

\_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDORD, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, Mayor of the City of  
Bedford, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDORD, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the Bedford County School Board of Bedford County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDORD, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the Bedford County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Prepared by and Return to:  
William W. Berry, IV  
206 E. Main Street  
Bedford, Virginia 24523  
540-586-8133  
FAX: 540-586-8569

## DEED FOR CENTRAL LIBRARY

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_ 201, by and between the **CITY OF BEDFORD, VIRGINIA**, a Virginia municipal corporation (herein referred to as the "City"), party of the first part (Grantor); and **BEDFORD COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (herein referred to as the "County"), party of the second part (Grantee).

WHEREAS, the City and the County have entered into a "Voluntary Settlement Agreement dated September 14, 2010 (the "Agreement"), pursuant to which the parties agreed to a partial consolidation of the two governmental entities by means of a transition of the City to a town located within and constituting a part of the County and which provided for the conveyance of the hereinafter described Central Library real estate and other related library property interests to the County; and

WHEREAS, the Agreement and its terms were approved by a Special Court as required by the statutes made and provided for such actions on \_\_\_\_\_, with the transition to town status to become effective on \_\_\_\_\_; and

WHEREAS, the City desires to convey the said property interests pursuant to the Agreement.

### NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the premises and the terms of said Agreement, the City of Bedford, Virginia does hereby REMISE, RELEASE and forever QUITCLAIM to the Bedford County, Virginia the following described properties, to-wit:

A. Real Estate. A new subdivision plat shall be prepared at the joint expense. A new line separating the property conveyed to the County from that retained by the City including the

Wharton Gardens) will run from North Bridge Street westerly along the south edge of the sidewalk to the east edge of the sidewalk along the parking lot and thence along the west edge of the Wharton Garden to the north terminus of Robins Way. The real estate should include the parking area and the sidewalks, and all improvements, including buildings, streetlights, and utility lines leading from the public right of way serving the Library improvements.

The City shall reserve an easement for any stormwater or other utilities that are identified as serving other properties in addition to the conveyed real estate.

B. Tangible Personal Property. The City shall quitclaim any interest in any equipment, fixtures, and other tangible personal property, including the book collection of the Regional Library Board.

This conveyance is made subject to the reservation of electric, water and utility easements shown on the attached plat and to such matters as are of record or apparent upon an inspection of the premises.

The real estate and improvements are conveyed without warranty of title, and the improvements and tangible personal property are conveyed "as is."

IN WITNESS WHEREOF, the City of Bedford, Virginia, a municipal corporation, has caused its name to be hereunto signed by its Mayor and its seal to be affixed and attested by its City Clerk, said action having been authorized by an ordinance duly adopted at a meeting of its City Council held on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, and the above described conveyance of real estate and personal property has been accepted by Bedford County, Virginia, pursuant to a resolution of its Board of Supervisors duly adopted at a meeting held on \_\_\_\_\_ which authorized the \_\_\_\_\_ to execute such acceptance on behalf of the of the County.

WITNESS THE FOLLOWING SIGNATURES AND SIGNATURES:

CITY OF BEDFORD, VIRGINIA

By: \_\_\_\_\_  
Its Mayor

SEAL

Attest:

\_\_\_\_\_  
Clerk of the Bedford City Council

Approved as to form:

\_\_\_\_\_  
Its City Attorney

BEDFORD COUNTY, VIRGINIA

By: \_\_\_\_\_  
Its

Approved as to form:

\_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDORD, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, Mayor of the City of  
Bedford, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDORD, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the Bedford County School Board of Bedford County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

Prepared by and Return to:  
William W. Berry, IV  
206 E. Main Street  
Bedford, Virginia 24523  
540-586-8133  
FAX: 540-586-8569

## DEED FOR WELCOME CENTER

THIS DEED is made the \_\_\_\_ day of \_\_\_\_\_ 201\_, by and between the **CITY OF BEDFORD, VIRGINIA**, a Virginia municipal corporation (herein referred to as the "City"), party of the first part (Grantor); and **BEDFORD COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, (herein referred to herein as the "County"), party of the second part (Grantee).

WHEREAS, the City and the County have entered into a "Voluntary Settlement Agreement dated September 14, 2010 (the "Agreement"), pursuant to which the parties agreed to a partial consolidation of the two governmental entities by means of a transition of the City to a town located within and constituting a part of the County and which provided for the conveyance of the hereinafter describe Welcome Center real estate and related property interests to the County; and

WHEREAS, the Agreement and its terms were approved by a Special Court as required by the statutes made and provided for such actions on \_\_\_\_\_, with the transition to town status to become effective on \_\_\_\_\_; and

WHEREAS, the City desires to convey the certain property interests pursuant to the Agreement.

NOW, THEREFORE, THIS DEED WITNESSETH:

That for and in consideration of the premises and the terms of said Agreement, the City of Bedford, Virginia does hereby REMISE, RELEASE

and forever QUITCLAIM to the Bedford County, Virginia the following described properties, to-wit:

A. Real Estate. The City's one-half interest in the Welcome Center real estate that is owned by the City and County jointly. The City shall retain easements required for service to other properties.

B. Tangible Personal Property. The City shall quitclaim any interest in furniture, furnishings and equipment, with the exception of exhibits owned by others.

This conveyance is made subject to the reservation of electric, water and utility easements shown on the attached plat and to such matters as are of record or apparent upon an inspection of the premises.

The real estate and improvements are conveyed without warranty of title, and the improvements and tangible personal property are conveyed "as is."

IN WITNESS WHEREOF, the City of Bedford, Virginia, a municipal corporation, has caused its name to be hereunto signed by its Mayor and its seal to be affixed and attested by its City Clerk, said action having been authorized by an ordinance duly adopted at a meeting of its City Council held on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_ and the above described conveyance of real estate and personal property has been accepted by Bedford County, Virginia, pursuant to a resolution of its Board of Supervisors duly adopted at a meeting held on \_\_\_\_\_ which authorized the \_\_\_\_\_ to execute such acceptance on behalf of the of the County.

WITNESS THE FOLLOWING SIGNATURES AND SIGNATURES:

CITY OF BEDFORD, VIRGINIA

By: \_\_\_\_\_  
Its Mayor

SEAL

Attest:

\_\_\_\_\_  
Clerk of the Bedford City Council

Approved as to form:

\_\_\_\_\_  
Its City Attorney

BEDFORD COUNTY, VIRGINIA

By: \_\_\_\_\_  
Its

Approved as to form:

\_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDORD, to-wit:

The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, Mayor of the City of  
Bedford, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA  
CITY OF BEDFORD, to-wit:

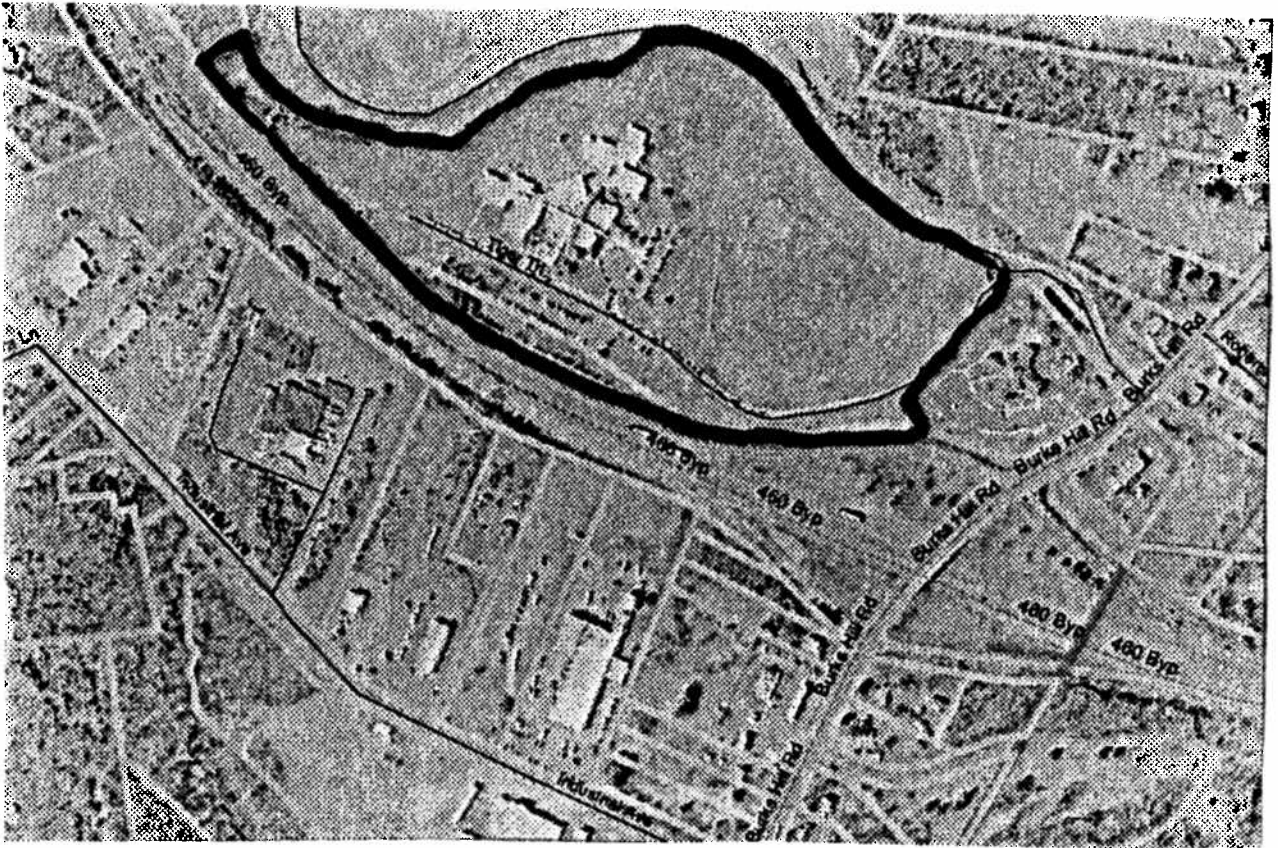
The foregoing instrument was acknowledged before me on this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the Bedford County, Virginia.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**EXHIBIT 2**

**TAX MAP DEPICTING BEDFORD ELEMENTARY SCHOOL PROPERTY  
TO BE CONVEYED TO BEDFORD COUNTY**



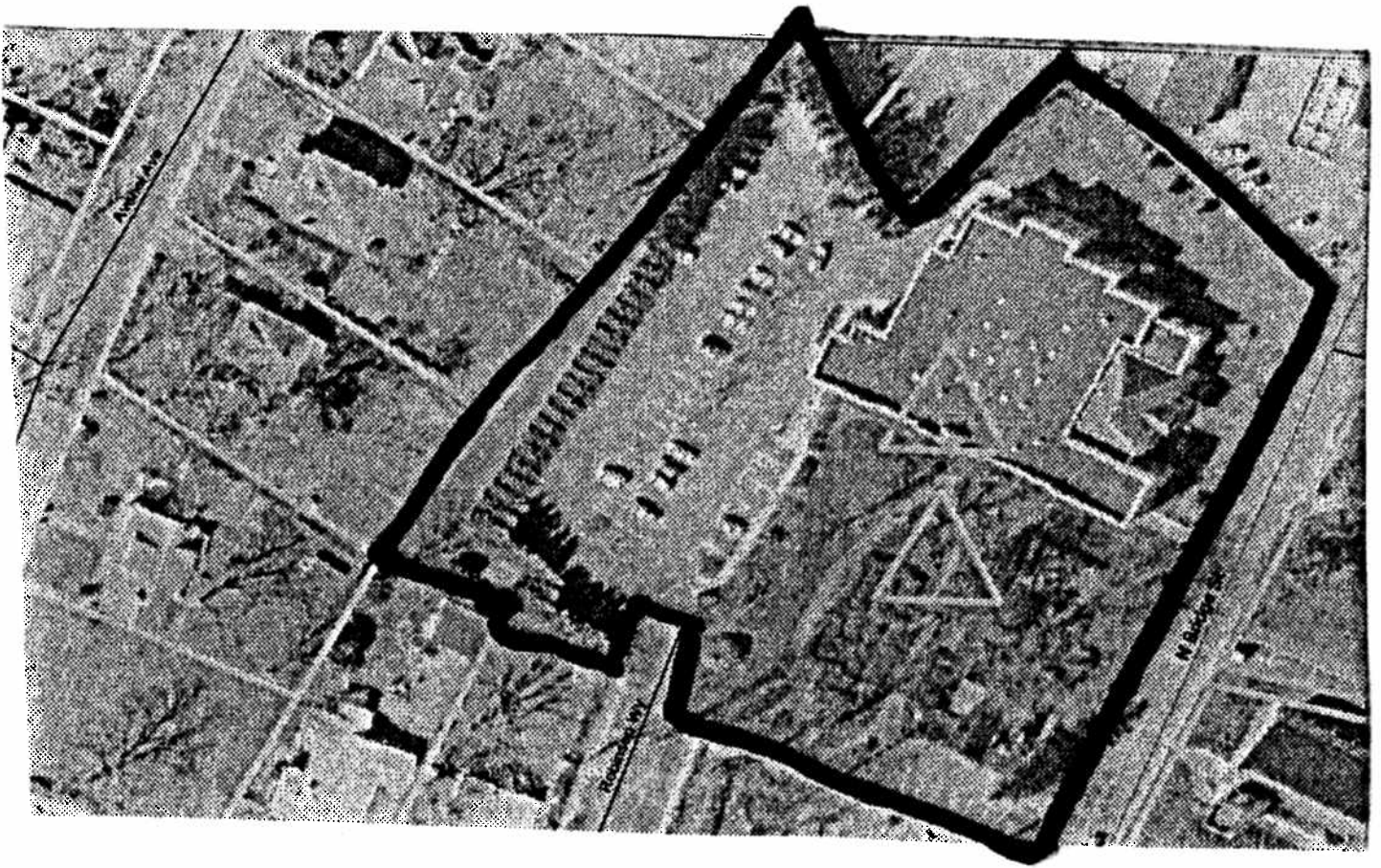
## GENERAL PARCEL INFORMATION

Tax Parcel # 232-A-2  
806 Tiger Trail  
Deeded Acreage: 28.32

Located in southern part of City at foot of National D-Day Memorial and near Highway 460 Bypass. Frontage along Burks Hill Road with vehicle access provided by Tiger Trail.

**EXHIBIT 3**

**TAX MAP DEPICTING BEDFORD CENTRAL LIBRARY PROPERTY TO  
BE CONVEYED TO BEDFORD COUNTY**



## GENERAL PARCEL INFORMATION

Tax Parcel # 194-A-20  
321 North Bridge Street  
Deeded Acreage: 2.449

Located just across railroad bridge from Centertown. Frontage along North Bridge Street with vehicle access provided by Robinson Way (off Bedford Avenue).

**EXHIBIT 4**

**TAX MAP DEPICTING BEDFORD WELCOME CENTER PROPERTY TO  
BE CONVEYED TO BEDFORD COUNTY**



## GENERAL PARCEL INFORMATION

Tax Parcel # 232-3-2  
816 Burks Hill Road  
Deeded Acreage: 3.4022

Located in southern part of City at foot of National D-Day Memorial and near Highway 460 Bypass. Frontage along Burks Hill Road with additional vehicle access provided by Tiger Trail.

**EXHIBIT 5**

**DETERMINATION OF COUNTY PAYMENTS TO TOWN**

## **DETERMINATION OF COUNTY PAYMENTS TO TOWN**

The annual payment by the County to the Town for fifteen years as set forth in Section 4.1 is composed of two parts:

(1) A guaranteed annual payment of \$500,000 which is due to the Town regardless of any other factors, subject to the provisions of Section 4.2; and

(2) A second amount which is dependent upon the amount of "Incentive Payment" consisting of any increase in State funding of local education that is paid by the State as a financial incentive resulting from the consolidation of localities.

The determination of the "Incentive Payment" for purposes of Section 4.1 requires a comparison in each of the fifteen years of the actual dollar amount of State funding of local education to Bedford County based on the special method of calculation applicable to consolidated localities with the dollar amount that would have been paid if the special incentive payment were not available.

Under the rules established by the General Assembly in the Appropriations Act (Chapter 890 of the 2011 Acts of Assembly or Chapter 874 of the 2010 Acts of Assembly), the State Board of Education determines for each school division a "Composite Index of Local Ability-to-Pay." This index is based on certain property assessments, income, and sales data for the school division. The dollar amount of State Standard of Quality payments is determined by using the index.

In the event of a consolidation of local governments as a result of a transition of a city to town status, the Appropriations Act provides that the resulting consolidated school division for a period of fifteen years shall be paid Standard of Quality payments for all pupils in the combined division based upon the lowest composite index of the two school divisions being consolidated (the "pre-consolidation index"), unless in a particular year the composite index for the consolidated division as calculated in the standard manner (the "normal calculated index") is lower. Consequently, in each year the State Board of Education will determine the normal calculated index for the consolidated division and will determine whether that index is more favorable than the pre-consolidation index.

The State Department of Education has advised the parties that, once it has determined which composite index will be used each year, it then calculates the State funding of local education that will be paid to the locality based upon that index. It routinely does not calculate the dollar amount of

State funding based on the other composite index. However, the Department has advised the parties that it will be willing to make that additional calculation as a service to the County School division, if requested.

These calculations will enable the parties to determine the “Incentive Payment” by comparing dollar amounts as supplied by the Department of Education.

**EXHIBIT 6**

**LEASE AGREEMENT FOR FUTURE USE OF BEDFORD MIDDLE  
SCHOOL BY BEDFORD COUNTY PUBLIC SCHOOLS**

## **LEASE OF BEDFORD MIDDLE SCHOOL**

This lease is made this \_\_\_\_ day of \_\_\_\_ 2011 by and between THE CITY OF BEDFORD, VIRGINIA, a Municipal Corporation chartered under the laws of the Commonwealth of Virginia (herein called "Landlord" or "City"), party of the first part; and BEDFORD COUNTY, VIRGINIA, a governmental entity of the Commonwealth of Virginia (herein called "Tenant"), party of the second part.

In consideration of the mutual covenants contained in this Lease, Landlord and Tenant, intending legally to be bound, here by covenant and agree as set forth below:

### **ARTICLE I** **Basic Lease Provisions**

The following are the basic terms of this Lease which shall have the meanings indicated:

1.1 Premises. The premises are deemed to be the real estate consisting of the land and improvements and buildings thereon located at 503 Longwood Avenue which are owned by the City of Bedford and contain the improvements and appurtenances upon which the Bedford Middle School educational facility is located. A tax map showing the location of the real estate is attached hereto as "Exhibit A" and made a part hereof.

The premises do not include the Old Yellow Bedford Public School Building, which is hereby reserved by Landlord with an easement of access from the public streets over the leased premises.

1.2 Furniture and Equipment. During the term of this Lease Tenant shall have the right to use of all student desks and equipment owned by the City and used as part of operation of the School. The parties will conduct an inventory at least 6 months prior to commencement of Lease. There will be no charge for the use of the equipment during the term of this Lease. The furniture and equipment shall remain the property of the City and possession shall be returned to the City upon termination of this Lease, subject to normal wear and tear. At the expiration of this Lease, if Tenant is not in default, Tenant shall have the option to buy any furniture or equipment owned by the City and being used on the premises for a price to be agreed by the parties or as set by an appraisal performed by a qualified company approved by both parties.

1.3 Term. The term of this Lease shall be for one year from July 1, \_\_\_\_\_ to June 30, \_\_\_\_\_, renewable for additional terms of one year each for a maximum total period of six years unless the Tenant gives written notice of termination three months in advance of the end of any term. As used in this

Lease, the expression "term of this Lease" refers to the initial term and to any renewal of the Lease as provided herein. This Lease may be extended beyond six years only if the parties have negotiated such an extension and have executed a written amendment to this Lease providing for an additional term.

1.4 Rent. Rent by Tenant for the use of the premises, furniture and equipment shall be on a yearly basis, payable in equal monthly installments, in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the term based upon the following schedule:

<u>Lease Year</u>	<u>Annual Base Rent</u>	<u>Monthly Installment</u>
1.	\$120,000	\$10,000
2.	\$120,000	\$10,000
3.	\$120,000	\$10,000
4.	\$450,000	\$37,500
5.	\$450,000	\$37,500
6.	\$750,000	\$62,500

1.4.2 Late charge. If Tenant fails to pay Rent within fifteen (15) days after it is due, Tenant shall also pay a late charge equal to four (4%) percent of the unpaid Rent.

1.5 Permitted Uses. Educational use for middle school and related activities as set forth in Article IV.

1.6 Landlord's Address for Payment of Rent.

City Manager  
City of Bedford  
215 E. Main Street  
Bedford, Virginia 24523

1.7 Landlord's Address for Notice Purposes.

City Manager  
City of Bedford

215 E. Main Street  
Bedford, Virginia 24523

Copy To:

William W. Berry, IV  
City Attorney  
City of Bedford  
206 E. Main Street  
Bedford, Virginia 24523

1.8 Tenant's Address.

County Administrator  
County of Bedford  
122 E. Main Street  
Bedford, Virginia 24523

Copy to:

Carl Boggess  
County Attorney  
122 E. Main Street  
Bedford, Virginia 24523

1.9 Work Agreement. Landlord and Tenant agree that at least six months prior to commencement of the Lease term, the parties will perform a joint inspection of the premises. The City, within a reasonable amount of time, shall make any repairs in order to make the premises serviceable and in working order for school purposes. A Work Agreement describing any repairs to be made by the City as Landlord shall be set forth as "Exhibit B" to this Lease and made a part of it executed by both parties, See paragraph 6.1.

ARTICLE II

Purpose of Lease and Uses of Premises

2.1 Purpose of Lease. This Lease is executed pursuant to a voluntary settlement of Town status issues between the City of Bedford, Virginia and the County of Bedford, Virginia, dated \_\_\_\_\_. Under the terms of that Agreement, the City of Bedford intends to revert to a Town status under which the present City will become a part of Bedford County and Bedford County will assume all responsibilities for public education of residents within the former jurisdiction of the City. The City owns in fee simple the Middle School complex which has been used by the County School Board as the middle school facility serving the central area of Bedford County. The County intends to construct a

new middle school complex to replace the existing Bedford Middle School facility at 503 Longwood Avenue which is owned by the City. This Lease is intended to provide for the continued use of the Bedford Middle School facility owned by the City for an interim period of time until the new Middle School can be constructed, at which time full possession will be returned to the City.

2.2 Assignment to School Board. The parties contemplate that the County as Tenant will assign its interest to the Bedford County School Board or will sublease the property to the School Board.

### ARTICLE III Demise, Term and Rent

3.1 Demise and Lease of Premises. In consideration of the agreements contained herein, the City hereby CONVEYS, BARGAINS, GRANTS and LEASES a leasehold interest in the premises from the City as Landlord for the term and upon the terms and conditions hereinafter provided.

3.2 Lease Term. The term of the Lease is set forth in Section 1.2. This Lease may be extended beyond six years only after the parties have entered into a written agreement amending this Lease.

3.3 Rent. Tenant shall pay to the City as Landlord the rent as specified in Section 1.4.

3.4 Payment of Rent. Rent for each lease year shall be payable in equal monthly installments in advance, without demand, notice, deduction, offset or counterclaim, on or before the first day of each and every calendar month during the term. Tenant shall pay the rent by check in lawful currency of the United States of America to the City at the address set forth in paragraph 1.6. or to such other address or in such other manner as the City from time to time specifies by written notice to Tenant. Any payment made by Tenant to Landlord on account of rent may be credited by Landlord to the payment of any late charges then due and payable and to any rent then past due before being credited to rent currently due.

3.5 Security Deposit. No security deposit shall be required of Tenant.

### ARTICLE IV Use Of Premises

4.1 Permitted Uses. Tenant may use the premises for public school and related office uses involved in the operation of the Middle School complex.

4.2 Community Uses. Tenant shall have complete discretion in making the premises or any parts available for community uses based upon existing policies of the School Board for other public school facilities under its control.

The City as Landlord during the term of the lease shall have no control of use of the athletic facilities, auditorium and cafeteria.

4.3 No unlawful use or Nuisance. Tenant shall not use or permit to be used any part of the premises for any unlawful purpose or for any dangerous, obnoxious or offensive news, and shall not cause, permit or maintain any nuisance in, at or on the premises.

4.4 Compliance with Laws. During the term, Tenant, at its sole cost and expense, shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities.

## ARTICLE V

### Utilities

5.1 Tenant Responsibilities. Tenant shall pay for heat, light, water, refuse disposal, electricity and any other utility services supplied to the premises and will pay any required deposits.

5.1 Landlord Responsibilities. Landlord shall have no responsibility for any utility services furnished to the premises.

## ARTICLE VI

### Alterations, Maintenance and Repair

6.1 Initial Construction. The parties at least 6 months prior to delivery of possession at the commencement of this Lease will conduct a joint review of the premises and will agree upon a Work Agreement to be performed by the City in order to make the premises serviceable and in working order for school purposes. Such initial work shall be performed by Landlord at Landlord's expense.

6.2 Alterations by Tenants. Tenant shall not make or perform, or permit the making or performance of, any alterations, installations, improvements, additions or other physical changes in or about the premises (referred to collectively as "alterations") without Landlord's prior consent which consent shall not be unreasonably withheld. Within thirty (30) days after Landlord receives Tenant's request for approval of an alteration, together with the plans and identity of the contractors to perform the alterations, Landlord shall give Tenant it response. Tenant shall require any contractor performing alterations to carry and maintain at all times during the performance of the work, at no

expense to Landlord, (a) a policy of comprehensive public liability insurance, including contractor's liability coverage, contractual liability coverage, completed operations coverage, contractor's protective liability coverage and a broad form property damage endorsement, naming Landlord and (at Landlord's request) any mortgage of the building as additional insured(s), with such policy to afford protection to the limit of not less than Two Million and 00/100 Dollars (\$2,000,000.00) with respect to bodily injury or death to any number of persons in any one accident and to the limit of not less than One Million and 00/100 Dollars (\$1,000,000.00) to damage to the property of any one owner from one occurrence, and (b) workmen's compensation or similar insurance in the form and amounts required by the laws of the Commonwealth of Virginia.

6.3 Tenant Repairs. Except as otherwise provided herein, during the term of the lease, Tenant, at its own expense, will make all necessary repairs, interior and exterior, in and about the premises in order to preserve the premises in the same condition as at the commencement of this Lease, and Tenant shall keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease. Tenant shall be responsible for routine maintenance and cleaning of the heating and air conditioning, electrical, plumbing, and mechanical systems, and for the first \$10,000 in actual cost not covered by insurance of each repair of the mechanical, heating and cooling and electrical systems.

#### 6.4 Landlord Obligations.

6.4.1 Limited Repairs. Landlord shall keep in good order and condition and make structural repairs to the roof, the bearing structure, and the foundation of the building. Tenant shall be responsible for the first \$10,000 in actual cost not covered by insurance of each repair of the mechanical, heating and cooling, and electrical systems. The remaining costs of any such repair shall be borne by the City as Landlord.

6.4.2 Notice Required. Landlord shall have no obligation to make repairs under this section until a reasonable time after receipt from tenant of written notice of the need for repairs. Tenant shall notify Landlord in advance of making any repair of the mechanical, heating and cooling, and electrical systems for which the cost is anticipated to exceed \$10,000 and for which Tenant believes Landlord will be obligated under paragraph 6.3. The parties shall agree upon the manner in which such repairs shall be made.

6.5 Repairs Due to Fire or Casualty. Any and all repairs necessitated by fire or other casualty whatsoever shall be made only in accordance with the provisions set forth concerning damage or destruction of property.

## ARTICLE VII Insurance

7.1 Insurance Rating. Tenant shall not conduct or permit any activity, or place any equipment or material, in or about the premises, the building or the land which will invalidate or increase the rate of fire or other insurance on the building or insurance benefitting any other Tenant of the building; and if any increase in the rate of insurance is stated by any insurance company or by the applicable insurance rating bureau to be due to any activity, equipment or material of Tenant in or about the premises, the building, or land, such statement shall be conclusive evidence that the increase in such rate is due to the same and, as a result thereof, Tenant shall pay such increase to Landlord upon demand plus interest thereon at the interest rate until paid. If any insurance coverage carried by Landlord pursuant to this Article or otherwise with respect to the building or land shall be cancelled or reduced (or cancellation or reduction thereof shall be threatened by reason of the use or occupancy of the premises by Tenant or by anyone permitted by Tenant to be upon the premises, and if Tenant fails to remedy such condition within five days after delivery of written notice thereof, it shall be deemed an event of default under this Lease, without the benefit of any additional notice, and Landlord shall have all remedies provided in this Lease, at law or equity, including, without limitation, the right (but of the obligation) to enter upon the premises and attempt to remedy such condition at Tenant's sole cost and expense.

7.2 Liability Insurance. Tenant shall, at its sole cost and expense, procure and maintain throughout the term a commercial general liability policy insuring against claims, demands or actions for bodily injury, death, personal injury, advertising injury and loss or damage to property arising out of or in connection with: (i) the premises and Tenant's property; (ii) the condition of the premises; (iii) Tenant's operations in, maintenance and use of the premises, building and land, and (v) Tenant's liability assumed under this Lease. Such insurance shall afford protection to the limit of not less than \$3,000,000 Combined Single Limit from one occurrence and shall be primary over any insurance carried by Landlord. Endorsements shall be obtained for cross-liability and contractual liability. Landlord shall be named as an additional insured party to such general liability policy.

7.3 Insurance for Tenant's Property. Tenant shall, at its sole cost and expense, procure and maintain throughout the term a property insurance policy (written on an "All Risk" basis) insuring all of Tenant's property for not less than the full replacement cost of said property. All proceeds of such insurance shall be used to repair or replace Tenant's property. If this Lease is terminated as the result of a casualty in accordance with Article VIII herein, the proceeds of said insurance attributable to the repair and/or replacement of any leasehold improvements, tenant improvements or alterations performed by or

on behalf of Tenant or by Landlord pursuant to the terms of the Work Agreement or this Lease shall be the property of the Landlord and paid to Landlord upon demand together with interest thereon at the interest rate until paid.

7.4 Workman's Compensation Insurance. Tenant shall, at all times during the term hereof, maintain in effect workers' compensation insurance as required by applicable legal requirements.

7.5 Requirements of Insurance Coverage. All such insurance required to be carried by Tenant herein shall be with an insurance company licensed to do business in the Commonwealth of Virginia and rated not lower than A-XII in the A.M. Best Rating Guide. Such insurance (i) shall contain an endorsement that such policy shall remain in full force and effect notwithstanding that the insured has released its right of action against any party before the occurrence of a loss; (ii) shall name Landlord and, at Landlord's request, any mortgagee or ground lessor, as additional insured(s); (iii) shall provide that the policy shall not be cancelled, failed to be renewed or materially amended without at least thirty days' prior written notice to Landlord and, at Landlord's request, any mortgagee, and (iv) shall be issued as primary policies and not contributing with and not in excess of coverage which the Landlord may carry. On or before the commencement date and, thereafter, not less than thirty days before the expiration date of the insurance policy, an original of the policy (including any renewal or replacement policy) or a certified copy thereof, together with evidence satisfactory to Landlord of the payment of all premiums for such policy, shall be delivered to Landlord and, at Landlord's request, to any mortgagee. Tenant's insurance policies shall not include deductibles in excess of Five Thousand and 00/100 (\$5,000.00).

7.6 Waiver of Subrogation. Each party hereby releases the other party hereto from liability for any loss or damage to any building, structure or tangible personal property, or any resulting loss of income, or losses under worker's compensation laws and benefits, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party or its agents, if such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Each party hereto shall require its insurer(s) to include in its insurance policies a waiver of subrogation clause (providing that such waiver of right of recovery against the other party shall not impair the effectiveness of such policy or the insured's ability to recover thereunder), and shall promptly notify the other in writing if such clause cannot be included in any such policy; if such waiver of subrogation clause shall not be available, then the foregoing waiver of right of recover shall be void.

7.7 Landlord's Insurance. Landlord shall procure and maintain throughout the term fire and extended coverage insurance on the building and its contents in such coverage and amounts as reasonably determined by Landlord in its prudent management of the building and as necessary to satisfy the requirements of Landlord's mortgagee, if any. At Landlord's option, such insurance may be carried under any blanket or umbrella policies which Landlord has in force for other buildings and projects. In addition, at Landlord's option, Landlord may elect to self-insure all or any part of such required insurance coverage. Landlord may, but shall not be obligated to, carry any other form or forms of insurance as Landlord or the mortgagees may reasonably determined is advisable. The proceeds payable under all fire and other hazard insurance policies maintained by Landlord on the building shall belong to and be the property of Landlord, and Tenant shall not have any interest in such proceeds.

7.8 Coverage. Landlord makes no representation to Tenant that the limits or forms of coverage specified above or approved by Landlord are adequate to insure Tenant's property or Tenant's obligations or assumption of contractual liability under this Lease, and the limits of any insurance carried by Tenant shall not limit its duties and obligations under this Lease.

## ARTICLE VIII Damage or Destruction

### 8.1 Damage or Destruction

8.1.1 Total Beyond Repair. If during the term of this lease, the leased premises are damaged by fires, floods, windstorms, earthquakes, explosions, hurricanes, tornadoes, strikes, acts of public enemy, incidences of terrorism, wars or riots, civil disturbances, acts of God, or other casualty, so that the same are rendered wholly unsuitable for use as a public middle school, and if said premises cannot be repaired within 180 days from the time of said damage, then this lease shall terminate as of the date of such damage. In such case, Tenant shall pay the rent apportioned to the time of damage and shall immediately surrender the leased premises to Landlord who may enter upon and repossess the same and Tenant shall be relieved from further liability hereunder.

8.1.2 Partial Damage Repairable. If any damage by any of the above casualties, rendering the leased premises wholly unsuitable for the operation as a public middle school can be repaired within 180 days thereafter, Landlord agrees to repair such damage promptly and this lease shall not be affected in any manner except that the rent shall be suspended and shall not accrue from the date of such damage until such repairs have been completed.

8.2 Partial Damage Not Repairable. If said premises shall be partially damaged by any of the above casualties as to be partially rendered unsuitable for operation as a public middle school, Landlord shall repair the premises promptly and during the period from the date of such damage until the repairs are completed, the rent shall be apportioned so that Tenant shall pay as rent an amount which bears the same ratio to the entire monthly rent as the portion of the premises which Tenant is able to occupy (without disturbance) during such period bears to the entire premises. If the damage by any of the above casualties is so slight that Tenant is not disturbed in his possession and enjoyment of the premises, then Landlord shall repair the same promptly and in that case the rent accrued or accruing shall not abate.

## ARTICLE IX Default and Remedies

9.1 Events of Default. Each of the following constitutes an event of default (a "Default"): (i) Tenant's failure to pay any rent within fifteen days after Tenant receives notice of nonpayment from Landlord; (ii) Tenant's failure to pay rent by the date due, at any time during the calendar year in which Tenant has already received one notice of its failure to pay rent by the due date; (iii) Tenant's failure to maintain the insurance required by Article VII; (iv) Tenant's failure to perform or observe any other Tenant obligation after a period of thirty days time, if any, that is reasonably necessary to promptly and diligently cure the failure, after it receives notice from Landlord setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision(s); (v) Tenant's abandoning or vacating the demised premises; (vi) Tenant's failure to vacate or stay the filing of a petition in bankruptcy by or against Tenant, the adjudication of Tenant as bankrupt or insolvent, the judicial appointment of a receiver, trustee, or liquidator for all or substantial part of Tenant's property, or an assignment by Tenant for the benefit of creditors.

9.2 Remedies of Landlord. In addition to the remedies provided in this Lease or under the law, Landlord may do any one or more of the following if Tenant commits a Default under paragraph 9.1.; (i) terminate this Lease, upon which Tenant shall immediately surrender the demised premises to Landlord; (ii) enter and take possession of the demised premises either with or without process of law and remove Tenant, with or without having ended the Lease; and (iii) alter locks and other security devises at the demised premises. Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devises and for damages by reason of any legal process.

9.3 Surrender of Premises. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender

of the demised premises by Tenant. A surrender must be agreed to in a writing signed by both parties.

## ARTICLE X Right of Entry

Tenant shall permit Landlord or its agents, at any time and without notice, to enter the premises, without charge therefore to Landlord and without diminution of rent, (i) to examine, inspect and protect the premises and the building, (ii) to make such alterations and repairs or perform such maintenance which in the sole judgment of Landlord may be deemed necessary or desirable, (iii) to exhibit the same to prospective purchasers of the building or to present or future mortgages or (iv) to exhibit the same to prospective tenants during the last eighteen months of the term and to erect on the premises a suitable sign indicating the premises are available.

## ARTICLE XI Miscellaneous

11.1 No Partnership or Joint Venture. It is understood and agreed that nothing contained here is intended or should be construed as otherwise creating or establishing the relationship of copartners between the parties, or as constituting either party as the agent, representative or employee of the other party, for any purpose or in any manner. Tenant is and remains an independent contractor with respect to all services performed under this Lease.

11.2 Captions and headings. The paragraph headings contained here are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

11.3 Invalid Provisions. In the event that any covenant, condition or provision contained here is held to be invalid by any court or competent jurisdiction the invalidity of any covenant, condition or provision shall in no way affect any other covenant, condition or provision contained here, provided that the invalidity of the covenant, condition or provision does not materially prejudice Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Lease.

### 11.4 Notices.

11.4.1 General. All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

City Manager

City of Bedford  
215 E. Main Street  
Bedford, Virginia 24523

County Administrator  
Bedford County  
122 E. Main Street  
Bedford, Virginia 24523

11.4.2 Changes. The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as provided.

11.5 Waiver. A waiver by Landlord of any breach of any covenant or duty of Tenant under this Lease is not a waiver of a breach of any other covenant or duty of Tenant, or of any subsequent breach of the same covenant or duty.

11.6 Time of the Essence. Time is of the essence of this Lease and all of its provisions.

11.7 Governing law. It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia.

11.8 Entire Lease. This agreement shall constitute the entire Lease between the parties. Any prior understanding or representation of any kind preceding prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

11.9 Modification of Lease. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

## ARTICLE XII Dispute Resolution

Special Court Jurisdiction. This Lease is executed as an integral part of a Voluntary Settlement of Town Status Issues between the City of Bedford and the County of Bedford. The parties agree that exclusive jurisdiction to hear any disputes pertaining to this Lease shall be exclusively in the Three Judge Court

to be convened pursuant to Title 15.2, Chapter 34 and Chapter 41 of the Code of Virginia.

ARTICLE XIII  
Quiet Enjoyment

13.1 General. Landlord covenants that if Tenant shall pay rent and perform all of the terms and conditions of this Lease to be performed by Tenant, Tenant shall during the term peaceably and quietly occupy and enjoy possession of the premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

ARTICLE XIV  
Surrender and Holding Over

14.1. Surrender of Premises. Tenant shall peaceably surrender the premises to Landlord on the expiration date or earlier termination of this Lease, in broom-clean condition and in as good condition as when Tenant took possession, including, without limitation, the repair of any damage to the premises caused by the removal of any of Tenant's property except for reasonable wear and tear and loss by fire or other casualty not caused by Tenant or its agents.

14.2 Holding Over. In the event that Tenant shall not immediately surrender the premises to Landlord on the expiration date or earlier termination of this Lease, Tenant shall be deemed to be a month to month tenant upon all of the terms and provisions of this Lease, except the monthly Rent shall be equal to one hundred twenty five percent (125%) of the Rent applicable to the premises immediately prior to the date of such expiration or earlier termination. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a consent to a hold over hereunder or result in an extension of this Lease. Tenant shall pay an entire month's rent calculated in accordance with this Section for any portion of a month it holds over and remains in possession of the premises pursuant to this Section.

CITY OF BEDFORD

BY: \_\_\_\_\_  
City Manager

COUNTY OF BEDFORD

By: \_\_\_\_\_  
County Administrator

**EXHIBIT 7**

**PRINCIPLES GOVERNING THE CREATION OF THE BEDFORD  
REGIONAL UTILITY AUTHORITY**

## **PRINCIPLES GOVERNING THE CREATION OF THE BEDFORD REGIONAL UTILITY AUTHORITY**

The City and County agree that the merger of the existing sewer and water utility systems in the two jurisdictions is critical to the sound long-term planning of County and Town development. Both jurisdictions agree that the two systems shall be merged. A study shall be commissioned to review the necessary details associated with such a merger. The study may include, but may not be limited to a review of financial resources, debt and capital funding needs/recommendations; service implications, efficiencies and improvements; organizational structure; capital needs; rate equalization strategies; and other necessary considerations to inform a timely and successful merger. A primary objective of the study shall be a recommendation as to the most appropriate, cost effective, method and location(s) to interconnect the two existing systems. The County and City/Town agree to participate in the study, to provide any and all necessary information to fully inform the study, and subsequently commit to the pursuit of the recommendations resulting from the analysis.

Over and above the recommendations anticipated as part of the study, the merger of the systems shall be guided by the following principals:

1. Pursuant to the Virginia Water and Waste Authorities Act, Title 15.2, Chapter 51, Sections 15.2-5 100 et. Seq. of the Code of Virginia, the City and County intend to create a new independent Authority for the supply, treatment, distribution and transmission of water and the collection and treatment of wastewater with the two jurisdictions.
2. The assets and liabilities of the Water and Sewer Systems of the City and the Bedford County Public Service Authority will be merged into the one full service Authority created pursuant to the Act.
3. The Authority shall be named the Bedford Regional Utility Authority and will be governed by a seven member Board of Directors.
4. Representation on the Board of Directors shall be determined as follows:
  - a. The two local governing bodies will have an equal number of appointments to the Board for the first six (6) years with appointments for each jurisdiction to be made on an at-large basis from the jurisdiction. Subsequent appointments shall be based upon the proportionate number of customers in each jurisdiction with the Town having a minimum of two (2) appointments.
  - b. Six (6) members of the initial Board of Directors shall be appointed by the governing bodies of the jurisdictions, each governing body to appoint

one (1) member for a term of two (2) years, one (1) member for a term of three (3) years, and one (1) member for a term of four (4) years. The seventh initial director shall be nominated by the initial six directors and confirmed by the governing bodies of each of the localities for an initial term of four (4) years. If no nominee for the seventh position is approved by both governing bodies within forty-five (45) days, the appointment shall be made by the Circuit Court Judge. In case an initial member dies, resigns or is disqualified, and upon expiration of the initial term of any director, successors shall be appointed by the same method as for the original.

- c. After the initial terms, each board member shall be appointed for a four (4) year term and shall serve until a successor is appointed and qualified. No member may serve more than two (2) successive full four (4) year terms, but he may serve again after not serving for four (4) years.
  - d. After the expiration of the first four (4) year term for initial members who served for three (3) years, all further appointments will be based upon proportionate representation of the localities according to the number of customers in each jurisdiction.
- 5. The assets of the City and of the Public Service Authority sewer and water systems shall be conveyed to the new Authority in consideration for the agreement by the new Authority to accept all existing liabilities (including outstanding payments on bonds) that are associated with the respective sewer and water systems.
  - 6. The initial rate structure of the Authority will have different water and sewer rates for former City customers from those of the current Bedford County PSA. It is agreed that within 10 years of the merger, the rate structures are expected to be equalized; however, equalization can only occur through realized cost efficiencies and economies and cannot be done through disproportionate increases upon the former City of Bedford users.
  - 7. The City presently has large industrial and commercial users which provide significant employment for citizens of both jurisdictions. Most of these large water users have water quality requirements as a result of chemical tolerances required for manufacturing or production processes. The study must address these concerns as well as the need for special rate classifications for large users. PSA rate structures will be revised immediately so as to reflect special treatment of large areas in order to allow for meaningful projections in the study.
  - 8. The new Authority may utilize City/Town billing systems for collection of

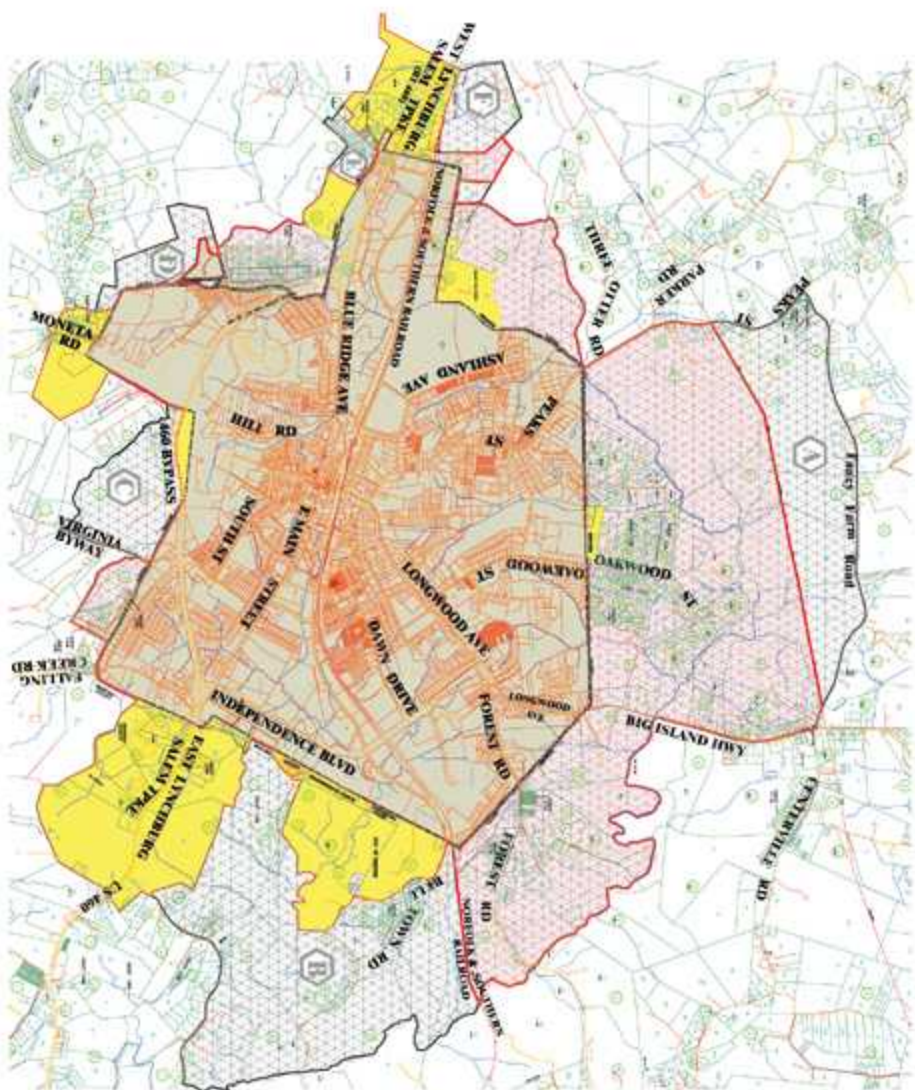
accounts, and the Town may charge the Authority a reasonable fee for such services.

9. Capacity shall be reserved in the new system to assure the availability of utilities in the areas designated to become part of the Town.
10. It is the intent of the localities that all of their employees currently employed to provide services in connection with the system who are in good standing as of the effective date of merger and whose positions with the locality or the PSA are being terminated as of that date will be offered employment with the Authority.
11. Both the City and the County agree that the top priority of the new authority shall be the interconnectivity between the existing PSA system and the existing City system. As it is unknown as to what will be the initial start up cost of the authority as well as any other unknown cost factors, the City and County agree that by the 31<sup>st</sup> day of December 2016 that a water line of sufficient size shall be constructed by the Authority to connect the existing PSA system to the City system.
  - (a) The size and location or locations of the water line interconnection will be decided by the new authority taking into consideration the long term interconnectivity needs of the entire county. The new authority will work under the premise that the revenues from the authority should be sufficient to fund the debt service based upon a 30 year amortization. However, neither the City nor the County desire that water rates rise to a disproportionate level as to have an adverse effect on the residents, businesses and industries of the two jurisdictions.
  - (b) Accordingly, should the required debt service of the cost of making the initial interconnection of the two water systems cause the average water rate to increase more than 20% in one calendar year following the incurring of the additional debt or there is a projected three year increase of more than 35%, the County and City (Town) agrees to subsidize the debt service payments of the authority, related to the interconnectivity water line to the extent it exceeds either 20% or 35%. If more than one interconnection is proposed the rate impact and subsidy will be based only on the least expensive of the interconnects
  - (c) The County and City commit to subsidize the debt service for the one initial interconnection as long as the authority is in need of the subsidy considering principals of this agreement such as keeping water rates reasonable commensurate to adjoining jurisdictions and the requirement that the water rates of the two localities be equalized within ten years of

the inception of the authority.

- (d) The authority, City/Town and County shall analyze the revenues and expenses five years after the commencement of the subsidy and shall come to a mutual decision of the need of a subsidy for the subsequent five years and every five years thereafter until the indebtedness is paid in full. The amount of subsidy, if any, for a 5 year period shall be apportioned between the County and Town based upon the number of water customers in the Town and outside the Town at the beginning of each 5 year period.

**EXHIBIT 8**  
**MAP DEPICTING BOUNDARY ADJUSTMENT AREAS & COUNTRY**  
**SUBDIVISION**



SCALE 1" = 1.000'



# **CITY OF BEDFORD**

**MAP SHOWING**

**PROPOSED PHASE II, PHASE III**  
**NEW CITY BOUNDARY ADJUSTMENTS**

**DATE**

**BY**

**FOR**

**DATE**

**BY**

**FOR**

**DATE**

**BY**

**FOR**

**EXHIBIT 9**

**BEDFORD COUNTY DEVELOPMENT STANDARDS FOR MAJOR  
SUBDIVISIONS**

## **FROM BEDFORD COUNTY SUBDIVISION ORDINANCE:**

### **Article 6 - Street and Sidewalks**

#### **DIVISION 1 – GENERALLY**

##### **6.1 Frontage on improved roads.**

Except for family subdivisions and agricultural subdivisions, no subdivision shall be approved unless the area to be subdivided has frontage on and access from:

1. An existing road or street in the VDOT system.
2. A street shown upon an approved plat recorded in the Clerk of the Circuit Court's office.

Such road or street must be suitably improved as required by VDOT regulations, specifications, or orders, or be secured by a performance bond required under these subdivision regulations, with the width and right-of-way required by these regulations.

##### **6.2 Grading and improvement plan.**

Roads shall be graded and improved and conform to VDOT standards and specifications and shall be approved as to design and specifications by VDOT in accordance with the construction plans required to be submitted and approved prior to the final plat approval.

##### **6.3 Classification.**

All roads shall be classified according to VDOT standards. In designing roads, the subdivider shall consider projected traffic demands after 20 years of development.

##### **6.4 Topography and arrangement.**

1. Roads shall be related appropriately to the topography. Local roads shall be curved wherever possible to promote a variety of lot appearances. All streets shall be arranged so as to obtain as many buildings sites as possible at, or above, the grades of the streets. Grades of streets shall conform as closely as possible to the original topography. A combination of steep grades and curves shall be avoided.
2. All streets shall be properly integrated with the existing and proposed system of thoroughfares and dedicated rights-of-way as established by the Comprehensive Plan and VDOT's Six Year Plan.
3. All thoroughfares shall be properly related to special traffic generators such as industries, business districts, schools, churches, and shopping centers; to population densities; and to the pattern of existing and proposed land uses.
4. Minor or local streets shall be laid out to conform as much as possible to the topography, to discourage use by through traffic, to permit efficient drainage and utility systems, and to require the minimum number of streets necessary to provide

convenient and safe access to property.

5. The rigid rectangular gridiron street pattern need not necessarily be adhered to, and the use of curvilinear streets, cul-de-sacs, or U-shaped streets shall be encouraged where such use will result in a more desirable layout.
6. Proposed streets shall be extended to the boundary lines of the tract to be subdivided, unless prevented by topography or other physical conditions, or unless in the opinion of the subdivision agent such extension is not necessary or desirable for the coordination of the layout of the subdivision with the existing layout or the most advantageous future development of adjacent tracks.
7. In business and industrial developments, the streets and other accessways shall be planned in connection with the grouping of buildings, location of rail facilities, and the provision of alleys, truck loading and maneuvering areas, and walks and parking areas so as to minimize conflict of movement between the various types of traffic, including pedestrian.

#### **6.5 Access to principal arterials.**

Where a subdivision borders on or contains an existing or proposed principal arterial, the subdivision agent may require that access to such streets be limited by one of the following means:

1. The subdivision of lots such that they back on the principal arterial and front on a parallel local street, no access shall be provided from the principal arterial and screening shall be provided in a strip of land along the rear property line of such lots.
2. A series of cul-de-sacs, U-shaped streets, or short loops entered from and designed generally at right angles to such a parallel street, with the rear lines of their terminal lots backing onto the principal arterial.
3. A marginal access or service road (separated from the principal arterial by a planting or grass strip and having access at suitable points).

#### **6.6 Dedication of streets.**

All streets shall be dedicated for public use on the final plat unless otherwise specifically provided for in this ordinance.

#### **6.7 Adoption of state highway department standards.**

All design standards of the Virginia Department of Transportation are hereby adopted by reference; such design standards shall govern streets dedicated to public use unless otherwise specified by this ordinance.

#### **6.8 Minimum widths.**

The minimum width of proposed streets right-of-way, measured from lot line to lot line,

shall be in accordance with regulations established by VDOT. However, in no case shall a street right-of-way be less than fifty (50) feet in width.

#### **6.9 Approach angle.**

The angle of intersection between streets shall be as close as possible to a right angle and in no case less than eighty (80) degrees unless approved by the subdivision agent, upon recommendation of the Resident Engineer, for specified reasons of contour, terrain, or matching of existing patterns.

#### **6.10 Access to adjoining property.**

Streets shall be dedicated, but not required to be improved, at strategic locations to provide for future access to adjoining properties which may be subdivided in the future. Each street connection shall intersect property lines at a 90 degree angle or as otherwise approved by the subdivision agent. Whenever a parcel of land located adjacent to an existing subdivision is to be subdivided, a street shall be located so as to connect with the platted street connection of the adjacent existing subdivision. The developer of the new subdivision shall be required to improve the connecting street including the dedicated street connection of the existing subdivision.

#### **6.11 Grades.**

The grades of streets shall be in accordance with specifications established by VDOT, and such grades as submitted on subdivision road plans shall be approved by VDOT prior to final action by the subdivision agent.

#### **6.12 Cul-de-sacs.**

A local terminal street (cul-de-sacs), designed to have one end permanently closed, shall be not longer than twelve hundred (1,200) feet to the beginning of the turnaround. However, the subdivision agent may waive this provision when, in the judgment of the subdivision agent, extreme topographic conditions would cause undue hardship if the subdivider complied with this provision. Each cul-de-sac must be terminated by a turnaround of not less than one hundred (100) feet in right-of-way diameter.

#### **6.13 Construction of roads and dead-end roads.**

1. *Construction of roads.* The arrangement of streets shall provide for the continuation of principal streets between adjacent properties when the continuation is necessary for convenient movement of traffic, effective fire protection, the efficient provision of utilities, and where the continuation is in accordance with the comprehensive plan. If the adjacent property is undeveloped and the street must temporarily be a dead-end street, the right-of-way shall be extended to the property line. A temporary T- or L-shaped turnaround or cul-de-sac shall be provided on all temporary dead-end streets, with the notation on the subdivision plat that land outside the normal street is continued. The subdivision agent may limit the length of temporary dead-end streets in accordance with the design standards of these regulations.
2. *Dead-end roads (permanent).* Where a road does not extend beyond the boundary of the subdivision and its continuation is not required for access to adjoining property, its

terminus shall normally not be nearer to such boundary than 50 feet. However, the subdivision agent may require the reservation of an appropriate easement to accommodate drainage facilities, pedestrian traffic, or utilities. A cul-de-sac turnaround shall be provided at the end of a permanent dead-end street in accordance with VDOT standards and specifications. For greater convenience to traffic and more effective police and fire protection, permanent dead-end streets shall, in general, be limited in length in accordance with the design standards of these regulations.

#### **6.14 Service drives.**

Whenever a proposed subdivision contains or is adjacent to a limited access highway or expressway, provision shall be made for a service drive or marginal street approximately parallel to such right-of-way at a distance suitable for an appropriate use of the land between such highway and the proposed subdivision. Such distance shall be determined with due consideration of the minimum distance required for ingress and egress to the main thoroughfare. The right-of-way of any major highway or street projected across any railroad, limited access highway, or expressway shall be of adequate width to provide for the cuts or fills required for any future separation of grades.

#### **6.15 Drainage easements.**

1. Where existing topography or other conditions make it impractical for the inclusion of drainage facilities within road rights-of-way, perpetual, unobstructed easements, at least 20 feet in width, for drainage facilities shall be provided across property outside the road right-of-way limits. Easements shall be indicated on the plat. Drainage easements shall extend from the road to a natural watercourse or to other drainage facilities.
2. When a proposed drainage system will carry water across private land outside the subdivision, appropriate drainage rights must be secured and indicated on the plat.

### **DIVISION 3 - MINIMUM STREET IMPROVEMENTS**

#### **6.16 Generally.**

The minimum design, construction, and material standards for all public street improvements for

Bedford County shall be prescribed by the requirements of the Virginia Department of Transportation unless otherwise specified by this ordinance.

#### **6.17 Street names.**

Proposed streets which are obviously in alignment with other already existing and named streets shall bear the names of the existing street. In no case shall the name of proposed streets duplicate or closely approximate existing street names in the County, nor shall they duplicate street names of adjoining jurisdictions if such name should conflict with the delivery services of the United States Postal Service in that location. The use of any suffix, such as street, avenue, boulevard, drive, way, place, lane, or court, to circumvent the intent of this paragraph is prohibited. Street names shall be indicated on the preliminary and final plats, and shall be approved by the subdivision agent. Names of

existing streets shall not be changed except by approval of the Board of Supervisors.

**6.18 Street name signs.**

A street name sign shall be required as a result of the creation of a new joint use driveway, new subdivision street, or the creation of three or more parcels being served by an existing joint use driveway. The developer shall be responsible for the cost of the sign. Installation will be provided by the County at the then existing rate. The developer shall make payment to the Planning Department prior to final plat approval being given. Street name signs shall be designed in accordance with County standards.

**6.19 Street lights.**

Installation of street lights shall be required in all multi-family and townhouse developments in accordance with design and specification standards approved by the Planning Director.

**6.20 Reserve strips.**

The creation of reserve strips shall not be permitted adjacent to a proposed street in such a manner as to deny access from adjacent property to the street.

**6.21 Street extension notification signs. (reserved)**

**DIVISION 4 - PRIVATE STREETS AND ALLEYS**

**6.22 Allowance.**

All subdivision streets shall be public streets and shall connect to public streets maintained by VDOT. Private streets and alleys are prohibited except as follows:

1. Any subdivision in existence through recordation in the office of the Clerk of the Circuit Court at the time of the adoption of this ordinance that contains any private streets, alleys or public roads not maintained by the Highway Department may continue to exist. Said private street or alley may be dedicated to the public and may be brought into the secondary system of VDOT in accordance with Section 33.1-72.1 of the Code of Virginia, (1950), as amended.
2. Townhouse developments shall be allowed to front on a private street according to Article IV of the Zoning Ordinance.
3. Notwithstanding any other provisions of this ordinance to the contrary, private streets within subdivisions which were platted, approved by the Bedford County Subdivision Agent, and recorded in the office of the Clerk of the Circuit Court of Bedford County, Virginia, pursuant to the 1975 Bedford County Subdivision Ordinance (adopted on April 29, 1975 and repealed effective October 1, 1989) may be dedicated by recordation of a subdivision plat approved in accordance with the requirements herein. The right-of-way must be a minimum of fifty (50) feet in width and must have a turnaround with

a minimum radius of fifty (50) feet. This dedication shall not be construed to create an obligation upon the County to construct or maintain said rights-of-way until the standards of VDOT are met. Maintenance shall remain the responsibility of the individual property owners until the road is taken into the secondary system, and a notation of this effect shall be made on the plat of dedication. Notwithstanding the provisions of Section 3.8(7)(b), a performance bond shall not be required for plats recorded pursuant to this section.

#### **6.23 Requirements for alleys.**

Alleys should be avoided wherever possible, but if alleys are unavoidable, the requirements for providing alleys within a subdivision are as follows:

1. No alley right-of-way shall be less than twenty (20) feet in width, or more than twenty-eight (28) feet in width.
2. Alleys may be provided in commercial and industrial areas, except where other definite and assured provision is made for service access, such as off-street parking, loading and unloading, consistent with and adequate for the uses proposed.
3. Alleys shall not be provided in residential subdivisions and developments unless the subdivider provides evidence satisfactory to the subdivision agent of the need for alleys.
4. Alley intersections and sharp changes in alignment shall be avoided but, where necessary, corners shall provide sufficient radius to permit safe vehicular movements.
5. Dead-end alleys shall be avoided where possible but, if unavoidable, shall be provided with adequate turn around facilities at the dead end, as determined by the subdivision agent.

### **DIVISION 5 - CURB, GUTTER AND SIDEWALKS**

#### **6.24 Sidewalks.**

In all townhouse or multi-family developments or in any developments with a density of greater than three units per acre sidewalks are required on both sides of the road.

#### **6.25 Curbs and gutters.**

Curb and gutter shall be required in developments with a density greater than three units per acre or in multi-family or townhouse developments.

#### **6.26 Street lights.**

In all multi-family and townhouse developments street lights shall be required. Locations to be according to Article V of the Zoning Ordinance.

**6.27 Pedestrian way.**

The subdivision agent may approve the location of a pedestrian way other than in a street right-of-way in a subdivision where such pedestrian way shall be maintained by a homeowners association. The pedestrian way shall be located in a permanent easement at least eight (8) feet in width and all parts of such pedestrian way shall be visible from streets or other public areas.

**EXHIBIT 10**  
**LIST OF PROPERTIES BY TAX PARCEL INCLUDED IN THE PHASE I**  
**BOUNDARY ADJUSTMENT AREA**

PHASE I BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
109 A 39	City-County Line	5.20	I-2
109 A 39A	Lot 4 PB 2/50	41.31	I-2
110 A 17A	NR Bedford	10.08	R-1
110 A 17C	NR Bedford	2.96	R-1
127 A 62	LOT US 460 NR MOSELEYS BR	0.53	C-2
127 A 63	TRACT 1 PB 48/353	20.00	C-2
127A 3 4B	TNPK LT 4B	0.82	C-2
128 3 4	N & W RWY	4.22	C-2
128 A 1	TNPK	2.58	C-2
128 A 2	TNPK	0.82	C-2
128 A 5	TNPK	2.88	C-2
128 A 5A	TNPK	0.57	C-2
128 A 5B	Turnpike	4.23	C-2
128 A 6	Turnpike	0.97	C-2
128 A 7	NR BEDFORD LT 2A	3.09	C-2
128 A 8	N & W RWY	0.50	C-2
128 A 9	N & W RWY LOT	0.00	C-2
128 A 10	N & W RWY LOT	0.00	C-2
128 A 11		5.73	C-2
128 A 11A	OFF HWY 460N & W RWY & BA	1.03	C-2
128 A 11C	CITY/COUNTY LINE	1.31	C-2
128 A 11D		0.62	C-2
128 A 12	TURNPIKE	0.33	C-2
128 A 13	Turnpike	0.00	C-2
128 A 14	Turnpike	0.00	C-2
128 A 16	Turnpike	1.20	C-2
128 A 17	TURNPIKE PB 49/380	2.20	C-2
128 A 18	Turnpike	1.50	C-2
128 A 19	Lot Tnpk	1.00	C-2
128 A 20	Tnpk	1.49	C-2
128 A 21	Tnpk	0.00	C-2
128 A 22	Tnpk	0.91	C-2
128 A 24	TNPK RT 460 LOT	0.00	C-2
128 A 25	TNPK RT 460 LOT	4.24	C-2
128 A 26	Tnpk	2.88	C-2
128 A 27	TNPK TANK SITE	1.86	C-2
128 A 27A	Turnpike	0.88	C-2
128 A 28	Turnpike	12.50	C-2
128 A 29	Turnpike	23.64	C-2
128 A 30	TNPK OLD PLACE	1.50	C-2
128 A 30A	TNPK	2.92	C-2
128 A 30B	TNPK	3.61	C-2
128 A 30C	TNPK	1.44	C-2
128 A 30D	TNPK	2.30	C-2
128 A 30E	TNPK Lt 2	2.20	C-2
128 A 30F	TURNPIKE	0.72	C-2
128 A 30H	TNPK	2.00	C-2
128 A 30J	TURNPIKE	14.30	C-2

PHASE I BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128 A 30K	TURNPIKE	5.00	C-2
128 A 30M	TNPK- OLD PLACE	4.83	C-2
128 A 30P	TURNPIKE	1.68	C-2
128 A 30R	TURNPIKE	1.82	C-2
128 A 31	LT 6 PB 48/352	18.81	C-2
128 A 32	LT 7 PB 48/352	18.06	C-2
128 A 32A	LT 8 PB 48/352	19.73	C-2
128 A 33	NR BEDFORD PB 48/352	0.91	C-2
128 A 50	NR BEDFORD	1.34	A-R
128 A 50B	NR BEDFORD	3.73	A-R
129 A 5A	LOT OFF ROBERTS LANE	1.20	A-R
129 A 5C	CITY/COUNTY LINE	1.00	A-R
129 A 5G	PT NEW LOT A PB 46/196	0.56	C-2
129 A 6	NR BEDFORD	1.25	A-R
129 A 7	NR BEDFORD	0.00	A-R
129 A 8	NR BEDFORD	2.36	A-R
129 A 13	TNPK	38.37	PCD
129 A 14A	NR BEDFORD	1.87	PCD
129 A 15	NR BEDFORD	7.31	PCD
129 A 16	NR BEDFORD PB 36/162	11.68	PCD
129 A 16A	CITY/COUNTY LINE	1.10	PCD
129 A 16B	NR BEDFORD	1.02	PCD
129 A 16C	LOT 1 PB 40/311	0.66	PCD
129 A 16D	E LYNCHBURG SALEM TPKE PB 49/264	0.72	PCD
129 A 16E	LOT 1 PB 49/480	0.48	PCD
129 A 17	NR BEDFORD	0.80	PCD
129 A 18	NR BEDFORD	0.83	PCD
129 A 19	NR BEDFORD	0.28	PCD
130 2 1	JOHNS CR	81.91	PID
130 5 1	TNPK LT 1	0.00	PCD
130 5 2	TURNPIKE LT 2	0.00	PCD
130 5 3	TURNPIKE	27.66	PCD
130 A 2	TRINKLE SCHOOL LOT	1.31	PID
130 A 3	NR BELL TOWN	69.68	PID
130 A 4	LOT 1	10.62	PID
130 A 4A	LOT2	21.37	PID
130 A 8	TNPK	5.00	PCD
130 A 9	TURNPIKE WB 124 40	46.89	PCD
130 A 9B	TRACT A	21.42	PCD
130 A 9C	TRACT A1 PB 49/30	0.72	PCD
130 A 11	TURNPIKE	1.79	PCD
130 A 11A	TURNPIKE 0B 50/47	3.76	PCD
130 A 13	TURNPIKE	3.38	PCD
130 A 13A	TURNPIKE	6.98	PCD
130 A 14	TURNPIKE	0.51	PCD
130 A 14A	TURNPIKE	5.00	PCD
130 A 14B	TURNPIKE	0.45	PCD
130 A 14C	TURNPIKE	29.25	PCD

PHASE I BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
130 A 15	TNPK	103.86	PCD
130 A 15B	PARCEL 1 PB 49/134	20.00	PCD
130 A 32	JOHNS CR	91.53	PCD
130 A 72		0.00	PCD
130 10 1	NEW HORIZON ESTATES LT 1	1.01	PID
130 10 2	NEW HORIZON ESTATES LT 2	1.01	PID
130 10 3	NEW HORIZON ESTATES LT 3	1.01	PID
130 10 4	NEW HORIZON ESTATES LT 4	1.13	PID
130 10 5	NEW HORIZON ESTATES LT 5	1.11	PID
130 10 6	NEW HORIZON ESTATES LT 6	1.13	PID
130 10 7	NEW HORIZON ESTATES LT 7	1.12	PID
130 10 8	NEW HORIZON ESTATES LT 8	1.01	PID
130B 1 1	LOWRY ADDPT LT 1	1.74	PCD
130B 1 2	LOWRY ADDPT LOTS 2 &3	0.81	PCD
130B 1 4	LOWRY ADDPT LT 4	0.41	PCD
130B 1 5	LOWRY ADDPT LT 5	0.39	PCD
130B 1 6	LOWRY ADDPT LT 6	0.48	PCD
130B 1 7	LOWRY ADDPT LOTS 7 &8	1.38	PCD
130B 1 9	LOWRY ADDPT LOT 9	1.41	PCD
130B 1 A	LOWRY ADD	1.06	PCD
130B 1 B	RT 460	0.70	PCD
130B 1 C	RT 460	11.87	PCD
130B 1 10		1.41	PCD
146 A 46	SIGN ROCK LOT	0.88	C-2
146 A 47	SIGN ROCK	1.65	C-2
146 A 48	SIGN ROCK SERVICE STAT	0.31	C-2
146 A 49	NR SIGN ROCK PB 36-25	1.67	C-2
146 A 49A	NR SIGN ROCK	1.00	C-2
146 A 87	DAVIS MILL RD LT 25	0.41	C-2
146 A 88	NR BEDFORD PB 36/7	8.51	C-2
146 A 88A	NR BEDFORD PB 36/7	10.83	C-2
146 A 88B	NR BEDFORD	0.50	C-2
146 A 88C	NR BEDFORD	21.00	C-2
146 A 88D	BEDFORD CITY/COUNTY LINE	3.79	C-2
146 A 89	NR BEDFORD	34.67	C-2
146B 1 1	LT 1	7.00	C-2
146B 1 2	LT PT 3	0.00	C-2
146B 1 4	NEW LOT 4 PB 52/39	0.34	C-2
146B 1 6	PT LT 5 & 6-7	0.00	C-2
146B 1 8	PT LTS 8,9 WB 128 701	3.17	C-2
146B 1 9A	DICKERSON MILL RD	2.53	C-2
146B 1 10A	DICKERSON MILL RD	2.98	C-2
146B A 1	LOT DICKERSON MILL RD	0.00	C-2
146B A 2	DICKERSON MILL RD	0.62	C-2
146B A A	DICKERSON MILL RD	0.98	C-2
148 A 1	TURNPIKE	133.32	PCD
148 A 1A	TURNPIKE	2.00	PCD
148 A 1B	SANITARY SEWER PUMPING STATION	0.10	PCD

PHASE I BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
<b>144 parcels</b>		<b>1164.01</b>	

**EXHIBIT 11**  
**LIST OF PROPERTIES BY TAX PARCEL INCLUDED IN THE PHASE II**  
**BOUNDARY ADJUSTMENT AREA**

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
109 3 F	NR BEDFORD	44.32	AR
109 3 F1	LITTLE OTTER	15.00	AR
109 3 F2	NR BEDFORD	3.81	AR
109 3 F3	NR BEDFORD	2.70	AR
109 A 31	LITTLE OTTER	0.99	R-1
109 A 32	LITTLE OTTER LT 1	2.98	R-1
109 A 33	LITTLE OTTER LT2	2.55	R-1
109 A 34	LITTLE OTTER LT3	2.63	R-1
109 A 35	LITTLE OTTER LT 4	3.17	R-1
109 A 35A		0.00	
109 A 36	LITTLE OTTER WB 133 610	372.70	R-1
109 A 38	LITTLE OTTER 109-3-G	96.39	AR
109 A 41	NR BEDFORD	174.88	AR
109 A 45	N & W RWYCOMBINED WITH 128(2)A & B	35.41	I-2
110 1 1	NORTHWOOD HGTS LT 1	0.00	R-1
110 1 2	NORTHWOOD HGTS LT 2 PT 3	0.00	R-1
110 1 3A	NORTHWOOD HGTS LT 4 PT 3	0.00	R-1
110 1 5	NORTHWOOD HGTS LT 5	0.00	R-1
110 1 6	LT 6 NORTHWOOD HGTS	0.00	R-1
110 1 7	NORTHWOOD HGTS PT LT 7	1.72	R-1
110 1 7A	NORTHWOOD HGTS	0.98	R-1
110 1 8	NORTHWOOD HTS LT 8	0.00	R-1
110 1 9	NORTHWOOD HTS LT 9	0.00	R-1
110 1 10	NORTHWOOD HTS LT10	0.00	R-1
110 1 11	NORTHWOOD HTS LT 11	0.00	R-1
110 1 12	NORTHWOOD HTS LT 12	0.00	R-1
110 1 13	NORTHWOOD HTS LT 13	0.00	R-1
110 1 TR1	RT 1 NORTHWOOD HTS	16.40	R-1
110 1 TR2	TR 2 NORTHWOOD HTS	5.00	R-1
110 1 TR3	HIGH AC RD PT TR 3	4.41	R-1
110 1 TR3A	PT TR 3 NORWOOD HGTS	4.17	R-1
110 2 1E	PEAKS RD LT 1 EAST	5.66	R-1
110 2 1W	PEAKS RD LT 1 WEST	5.61	R-1
110 3 2	110-3-2&3A EAST & WEST	0.96	R-1
110 3 2B	WHEELER LTS 2B &3B EAST	1.11	R-1
110 3 2E	HIGH ACRE ROAD PB 49/308	6.41	R-1
110 3 2W	VISTARAMA LANE PB 49/308	1.00	R-1
110 4 1	LOT 1 PB 52/47	0.00	R-1
110 4 2	NR BEDFORD	70.32	R-1
110 4 2A	NR BEDFORD	27.69	R-1
110 4 3A	NORTH HILLS	1.46	R-1
110 4 3B	NR BEDFORD	1.43	R-1
110 4 3C	NEAR BEDFORD	1.38	R-1
110 4 4	NORTH HILLS LT 4 SC 10	0.60	R-1
110 4 5	NORTH HILLS LT 5 SC 10	0.60	R-1
110 5 A	LITTLE OTTER	46.17	R-1
110 5 A2	LITTLE OTTER	1.01	R-1
110 5 B	LITTLE OTTER	46.17	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110 5 B1	LITTLE OTTER	1.21	R-1
110 5 C	LITTLE OTTER	46.17	R-1
110 5 C1	LITTLE OTTER	4.65	R-1
110 6 1	LITTLE OTTER	10.05	R-1
110 6 1A	LITTLE OTTER	16.49	R-1
110 6 3A	LITTLE OTTER	2.15	R-1
110 6 3B	LITTLE OTTER	8.88	R-1
110 6 3C	LITTLE OTTER	12.26	R-1
110 6 3D	TRACT 3D PB 43/383	2.02	R-1
110 6 4	LITTLE OTTER	65.41	AR
110 6 4A	LITTLE OTTER	15.00	AR
110 6 5	LITTLE OTTER	1.14	R-1
110 7 1	MORGAN DEV	3.53	R-1
110 7 2	MORGAN	4.10	R-1
110 7 3	MORGAN LT 3	0.00	R-1
110 7 3A	MORGAN PT LT 3	0.00	R-1
110 7 4	LITTLE OTTER LT 4	4.87	R-1
110 7 5	MORGAN DEV LT 5	7.78	R-1
110 8 1	NORTH HILLS LT 1 SC 10	5.35	R-1
110 8 2	NORTH HILLS LT 2 SC 10	0.92	R-1
110 8 3	NORTH HILLS LT 3 SC 10	1.06	R-1
110 9 6	NORTH HILLS LT 6 SC 10	0.80	R-1
110 9 7	NORTH HILLS LT 7 SC 10	0.89	R-1
110 9 8	NORTH HILLS LT 8 SC 10	0.82	R-1
110 9 9	NORTH HILLS LT 9 SC 10	0.84	R-1
110 9 10	NORTH HILLS LT 10 SC 10	1.26	R-1
110 9 11	NORTH HILLS LT 11 SC 10	1.20	R-1
110 9 12	NORTH HILLS LT 12 SC 10	1.12	R-1
110 9 13	NORTH HILLS LT 13 SC 10	1.02	R-1
110 9 14	NORTH HILLS LT 14 SC 10	1.19	R-1
110 9 15	NORTH HILLS LT 15 SC 10	0.97	R-1
110 9 16	NORTH HILLS LT 16 SC 10	1.13	R-1
110 9 17	NORTH HILLS LT 17 SC 10	1.21	R-1
110 9 18	NORTH HILLS LT 18 SC 10	1.02	R-1
110 9 19	NORTH HILLS LT 19 SC 10	1.14	R-1
110 9 20	NORTH HILLS LT 20 SC 10	0.99	R-1
110 9 21	NORTH HILLS LT 21 SC 10	0.99	R-1
110 A 1	LITTLE OTTER WB 133 610	90.20	R-1
110 A 2	PEAKS RD	5.01	R-1
110 A 2A	NORTH HILLS	0.44	R-1
110 A 3	PEAKS RD	2.25	R-1
110 A 3A	NORTH HILLS REVISED TRACT 5 PB 45/320	2.05	R-1
110 A 4	PEAKS RD	1.76	R-1
110 A 5	NEW TRACT 3 PB 44/147	1.59	R-1
110 A 6	PEAKS RD PB 44/147	3.97	R-1
110 A 7	PEAKS RD	2.01	R-1
110 A 8	HIGH ACRE ROAD	0.00	R-1
110 A 9	PEAKS RD	0.84	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110 A 10	PEAKS RD LT A	0.73	R-1
110 A 11	PEAKS RD	0.73	R-1
110 A 12	PEAKS RD	0.85	R-1
110 A 12A	PEAKS RD	0.82	R-1
110 A 13	PEAKS RD	0.96	R-1
110 A 14	LT 13	0.98	R-1
110 A 15	PT LT 8, 9	2.18	R-1
110 A 17B	NORTH HILLS TR 1	6.03	R-1
110 A 17D	NORTH HILLS TR 2	7.46	R-1
110 A 18	LITTLE OTTER	9.81	R-1
110 A 19	NR BEDFORD	41.00	R-1
110 A 20	NR BEDFORD PB 51/111	17.00	R-1
110 A 20A	NR BEDFORD	17.61	R-1
110 A 20B	NR BEDFORD	5.00	R-1
110 A 22A	LITTLE OTTER	8.08	R-1
110 A 23	LITTLE OTTER	24.07	R-1
110 A 24	CENTERVILLE	1.07	R-1
110 10 1	PEAKLAND LT 1	1.89	R-1
110 10 2	PEAKLAND LT 2	1.60	R-1
110 10 3	PEAKLAND LT 3	1.88	R-1
110 10 4	PEAKLAND LT 4	1.90	R-1
110 10 5	PEAKLAND LT 5	2.53	R-1
110 10 6	PEAKLAND LT 6	2.75	R-1
110 10 7	PEAKLAND LT 7	3.65	R-1
110 10 8	PEAKLAND LT 8	2.98	R-1
110 10 9	PEAKLAND LT 9	2.89	R-1
110 10 10	PEAKLAND LT 10	2.56	R-1
110 10 11	PEAKLAND LT 11	2.32	R-1
110 10 12	PEAKLAND LT 12	1.62	R-1
110 10 13	PEAKLAND LT 13	1.67	R-1
110 10 14A	PEAKLAND LT 14A	1.29	R-1
110 10 15	PEAKLAND LT 15	1.01	R-1
110 10 16	PEAKLAND LT 16	1.60	R-1
110 10 17	PEAKLAND LT 17	1.10	R-1
110 10 18	PEAKLAND LT 18	1.01	R-1
110 10 19	PEAKLAND LT 19 PB 48/67	1.00	R-1
110 10 20	PEAKLAND LT 20 PB 48/67	1.02	R-1
110 10 21	PEAKLAND LT 21 PB 48/67	1.01	R-1
110 10 22	PEAKLAND LT 22	1.53	R-1
110 10 23	PEAKLAND LT 23	1.27	R-1
110 10 24	PEAKLAND LT 24	1.02	R-1
110 11 1	LT 1	1.17	R-1
110 11 2	LT 2	1.01	R-1
110 11 3	LT 3	1.01	R-1
110 11 4	LT 4	1.01	R-1
110 11 5	LT 5	1.01	R-1
110 11 6	LT 6	1.01	R-1
110 12 1	LIBERTY HEIGHTS LT 1	1.23	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110 12 2	LIBERTY HEIGHTS LT 2	1.01	R-1
110 12 3	LIBERTY HEIGHTS LT 3	1.02	R-1
110 12 4	LIBERTY HEIGHTS LT 4	1.02	R-1
110 12 5	LIBERTY HEIGHTS LT 5 PB 35/329	1.03	R-1
110 12 6	LIBERTY HEIGHTS LT 6	1.14	R-1
110 12 7	LIBERTY HEIGHTS LT 7	1.04	R-1
110 12 8	LIBERTY HEIGHTS LT 8	0.98	R-1
110 12 9	LIBERTY HEIGHTS LT 9	1.01	R-1
110 12 10	LIBERTY HEIGHTS LT 10	1.01	R-1
110A 1 98	NORTH HILLS LOT 98 SC 5	0.89	R-1
110A 1 99	NORTH HILLS LOT 99 SC 5	0.00	R-1
110A 1 100	NORTH HILLS LOT 100 SC 5	0.69	R-1
110A 1 101	NORTH HILLS LOT 101 SC 5	0.67	R-1
110A 1 102	NORTH HILLS LOT 102 SC 5	0.78	R-1
110A 1 103	NORTH HILLS AMENDED LT 103 SEC 5 PB 49/337	0.90	R-1
110A 1 104	NORTH HILLS LT 104 SC 5	0.81	R-1
110A 1 105	NORTH HILLS LT 105 SC 5	0.80	R-1
110A 1 106	NORTH HILLS LT 106 SC 5	0.69	R-1
110A 1 107	NORTH HILLS LT 107 SC 5	0.69	R-1
110A 1 111	NORTH HILLS LT 111 SC 5	1.61	R-1
110A 1 111A	NORTH HILLS LT 111 S-5	1.07	R-1
110A 1 112	NORTH HILLS LT 112 B SC 5	0.77	R-1
110A 1 112A	NORTH HILLS LT 112 A SC 5	1.00	R-1
110A 1 113	NORTH HILLS LT 113 B SC 5	0.92	R-1
110A 1 113A	NORTH HILLS LT 113 A	0.92	R-1
110A 1 114	NORTH HILLS LT 114 SC 5	0.00	R-1
110A 1 115	NORTH HILLS LT 115 SC 5	0.79	R-1
110A 1 116	NORTH HILLS LT 116 SC 5	0.75	R-1
110A 1 117	NORTH HILLS LT 117 SC 5	0.69	R-1
110A 1 118	NORTH HILLS LT 118 SC 5	0.69	R-1
110A 1 119	NORTH HILLS LT 119 SC 5	0.69	R-1
110A 1 120	NORTH HILLS LT 120 SC 5	0.69	R-1
110A 1 121	NORTH HILLS LT 121 SC 5	0.66	R-1
110A 1 122	NORTH HILLS LT 122 SC 5	0.80	R-1
110A 1 123	NORTH HILLS LT 123 SC 5	0.84	R-1
110A 1 124	NORTH HILLS	0.72	R-1
110A 1 125	NORTH HILLS LT 125 SC 5	0.72	R-1
110A 1 126	NORTH HILLS LT 126 SC 5	0.63	R-1
110A 1 127	NORTH HILLS LT 127 SC 5	0.70	R-1
110A 1 128	NORTH HILLS LT 128 SC 5	4.26	R-1
110A 1 129	NORTH HILLS LT 129 SC 5	0.70	R-1
110A 1 130	NORTH HILLS LT 130 SC 5	0.97	R-1
110A 1 131	NORTH HILLS LT 131 SC 5	0.72	R-1
110A 1 132	NORTH HILLS LT 132 SC 5	0.62	R-1
110A 1 133	NORTH HILLS LT 133 SC 5	0.70	R-1
110A 1 133A	NORTH HILLS	2.53	R-1
110A 1 134	NORTH HILLS LT 134 SC 5	0.82	R-1
110A 1 136	NORTH HILLS LT 136 SC 5	0.91	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110A 1 137	NORTH HILLS LT 137 SC 5	0.67	R-1
110A 1 138	NORTH HILLS LT 138 SC 5	0.69	R-1
110A 1 139	NORTH HILLS LT 139 SC 5	2.89	R-1
110A 2 83A	NORTH HILLS LT 83 SC 4	0.72	R-1
110A 2 84	NORTH HILLS LT 84 SC 4	0.57	R-1
110A 2 85	NORTH HILLS LT 85 SC 4	0.57	R-1
110A 2 86	NORTH HILLS LT 86 SC 4	0.64	R-1
110A 2 87	NORTH HILLS LT 87 SC 4	0.69	R-1
110A 2 88	NORTH HILLS LT 88 SC 4	0.56	R-1
110A 2 89	NORTH HILLS LT 89 SC 4	0.57	R-1
110A 2 90	NORTH HILLS LT 90 SC 4	0.57	R-1
110A 2 91	NORTH HILLS LT 91 SC 4	0.57	R-1
110A 2 92	NORTH HILLS LT 92 SC 4	0.57	R-1
110A 2 93	NORTH HILLS LT 93 SC 4	0.69	R-1
110A 2 94	NORTH HILLS LT 94 SC 4	0.80	R-1
110A 2 95	NORTH HILLS LT 95 SC 4	0.78	R-1
110A 2 96	NORTH HILLS LT 96 SC 4	0.00	R-1
110A 2 97	NORTH HILLS LT 97 SC 4	0.69	R-1
110A 3 41	NORTH HILLS LT 41 SC 3	0.57	R-1
110A 3 42	NORTH HILLS LT 42 SC 3	1.03	R-1
110A 3 43	NORTH HILLS LT 43 SC 3	0.57	R-1
110A 3 44	NORTH HILLS LT 44 SC 3	0.57	R-1
110A 3 45	NORTH HILLS LT 45 SC 3	0.57	R-1
110A 3 46	NORTH HILLS LT 46 SC 3	0.57	R-1
110A 3 47	NORTH HILLS LT 47 SC 3	0.57	R-1
110A 3 48	NORTH HILLS LT 48 SC 3	0.57	R-1
110A 3 49	NORTH HILLS LT 49 SC 3	0.57	R-1
110A 3 50	NORTH HILLS LT 50 SC 3	0.57	R-1
110A 3 51	NORTH HILLS LOT 51 SC 3	0.00	R-1
110A 3 52	NORTH HILLS LT 52 SC 3	0.57	R-1
110A 3 53	NORTH HILLS LT 53 SC 3	0.54	R-1
110A 3 54	NORTH HILLS LT 54 SC 3	0.54	R-1
110A 3 55	NORTH HILLS LT 55 SC 3	0.57	R-1
110A 3 56	NORTH HILLS LT 56 SC 3	0.81	R-1
110A 3 57	NORTH HILLS LT 57 SC 3	0.53	R-1
110A 3 58	NORTH HILLS LT 58 SC 3	0.52	R-1
110A 3 59	NORTH HILLS LT 59 SC 3	0.52	R-1
110A 3 60	NORTH HILLS LT 60 SC 3	0.53	R-1
110A 3 61	NORTH HILLS LT 61 SC 3	0.53	R-1
110A 3 62	NORTH HILLS LT 62	0.53	R-1
110A 3 63	NORTH HILLS LT 63	0.50	R-1
110A 3 64	NORTH HILLS LT 64	0.53	R-1
110A 3 65	NORTH HILLS LT 65	0.53	R-1
110A 3 66	NORTH HILLS LT 66	0.53	R-1
110A 3 67	NORTH HILLS LT 67	0.53	R-1
110A 3 68	NORTH HILLS LT 68	0.00	R-1
110A 3 69	NORTH HILLS LT 69	0.53	R-1
110A 3 70	NORTH HILLS LT 70	0.53	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110A 3 71	NORTH HILLS LT 71	0.53	R-1
110A 3 72	NORTH HILLS LT 72	0.53	R-1
110A 3 73	NORTH HILLS LT 73	0.53	R-1
110A 3 74	NORTH HILLS LT 74	0.53	R-1
110A 3 75	LT 75 SC 3 NORTH HILLS	0.00	R-1
110A 3 76	NORTH HILLS LT 76	0.52	R-1
110A 3 77	NORTH HILLS LT 77	0.52	R-1
110A 3 78	NORTH HILLS LT 78	0.53	R-1
110A 3 79	NORTH HILLS LT 79	0.55	R-1
110A 3 80	NORTH HILLS LT 80	1.14	R-1
110A 3 81	NORTH HILLS LT 81	1.59	R-1
110A 3 82	NORTH HILLS LT 82	0.95	R-1
110A 4 37A	NORTH HILLS PT LT 37	0.00	R-1
110A 4 39	NORTH HILLS LT 39	0.00	R-1
110A 4 40A	NORTH HILLS DR 1/2 LT 40	0.00	R-1
110A 5 130A	NORTH HILLS LT 130A SC 5	0.94	R-1
110A 6 1	NORTH HILLS ESTATESLT 1	1.18	R-1
110A 6 2	NORTH HILLS ESTATESLT 2	0.99	R-1
110A 6 3	NORTH HILLS ESTATESLT 3	0.71	R-1
110A 6 4	NORTH HILLS ESTATESLT 4	0.64	R-1
110A 6 5	NORTH HILLS ESTATESLT 5	1.12	R-1
110A 6 6	NORTH HILLS ESTATESLT 6	0.94	R-1
110A 6 7	NORTH HILLS ESTATESLT 7	0.78	R-1
110A 6 8	NORTH HILLS ESTATESLT 8	0.78	R-1
110A 6 9	NORTH HILLS ESTATESLT 9	0.70	R-1
110A 6 35A	LT 35A	0.52	R-1
110A 6 69A	LT 69A	1.12	R-1
110B 1 140	NORTH HILLS LT 140 SC 6	0.63	R-1
110B 1 141	NORTH HILLS LT 141 SC 6	0.64	R-1
110B 1 142	NORTH HILLS LT 142 SC 6	0.76	R-1
110B 1 143	NORTH HILLS LT 143 SC 6	0.78	R-1
110B 1 144	NORTH HILLS AMENDED LT 144 SC 6 PB 49/337	0.76	R-1
110B 1 145	NORTH HILLS LT 145 SC 6	0.77	R-1
110B 1 146	NORTH HILLS LT 146 SC 6	0.64	R-1
110B 1 147	NORTH HILLS LT 147 SC 6	0.68	R-1
110B 1 148	NORTH HILLS LT 148 SC 6	0.92	R-1
110B 1 149	NORTH HILLS LT 149 SC 6	1.00	R-1
110B 1 149A	NORTH HILLS LT 149A SC 6	0.53	R-1
110B 1 150	NORTH HILLS LT 150 SC 6	0.81	R-1
110B 1 151	NORTH HILLS LT 151 SC 6	0.64	R-1
110B 1 152	NORTH HILLS LT 152 SC 6	0.53	R-1
110B 1 153	NORTH HILLS LT 153 SC 6	0.53	R-1
110B 1 154	NORTH HILLS LT 154 SC 6	0.53	R-1
110B 1 155	NORTH HILLS LT 155 SC 6	0.53	R-1
110B 1 156	NORTH HILLS LT 156 SC 6	0.53	R-1
110B 1 157	NORTH HILLS LT 157 SC 6	0.64	R-1
110B 1 158	NORTH HILLS LT 158 SC 6	0.59	R-1
110B 1 159	NORTH HILLS LT 159 SC 6	0.61	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110B 1 160	NORTH HILLS LT 160 SC 6	0.61	R-1
110B 1 161	NORTH HILLS LT 161 SC 6	0.85	R-1
110B 1 162	NORTH HILLS LT 162 SC 6	0.85	R-1
110B 1 163	NORTH HILLS LT 163 SC 6	0.91	R-1
110B 1 164	NORTH HILLS LT 164 SC 6	0.78	R-1
110B 1 165	NORTH HILLS LT 165 SC 6	0.86	R-1
110B 1 166	NORTH HILLS LT 166 SC 6	0.63	R-1
110B 1 167	NORTH HILLS LT 167 SC 6	0.53	R-1
110B 1 168	NORTH HILLS LT 168 SC 6	0.60	R-1
110B 1 169	NORTH HILLS LT 169 SC 6	0.72	R-1
110B 1 170	NORTH HILLS LT 170 SC 6	0.72	R-1
110B 1 171	NORTH HILLS LT 171 SC 6	0.76	R-1
110B 1 172	NORTH HILLS LT 172 SC 6	0.74	R-1
110B 1 173	NORTH HILLS LT 173 SC 6	0.64	R-1
110B 1 174	NORTH HILLS LT 174 SC 6	0.53	R-1
110B 1 175	NORTH HILLS LT 175 SC 6	0.66	R-1
110B 2 176	NORTH HILLS LT 176 SC 7	0.60	R-1
110B 2 177	NORTH HILLS LT 177 SC 7	0.66	R-1
110B 2 178	NORTH HILLS LT 178 SC 7	0.77	R-1
110B 2 179	NORTH HILLS LT 179 SC 7	0.74	R-1
110B 2 180	NORTH HILLS LT 180 SC 7	0.64	R-1
110B 2 181	NORTH HILLS LT 181 SC 7	0.66	R-1
110B 2 182A	NORTH HILLS LT 182A SC 7	0.50	R-1
110B 2 182B	NORTH HILLS LT 182B SC 7	0.50	R-1
110B 2 183	NORTH HILLS LT 183 SC 7	2.62	R-1
110B 2 188	NORTH HILLS LT 188 SC 7	6.55	R-1
110B 2 189	NORTH HILLS LT 189 SC 7	0.83	R-1
110B 2 190	NORTH HILLS LT 190 SC 7	0.66	R-1
110B 2 191	NORTH HILLS LT 191 SC 7	0.58	R-1
110B 2 193	NORTH HILLS LT 193 SC 7	0.92	R-1
110B 2 194	NORTH HILLS LT 194 SC 7	1.03	R-1
110B 2 195	NORTH HILLS LT 195 SC 7	0.81	R-1
110B 2 196	NORTH HILLS LT 196 SC 7	0.61	R-1
110B 2 197	NORTH HILLS LT 197 SC 7	0.65	R-1
110B 2 198	NORTH HILLS LT 198 SC 7	0.66	R-1
110B 2 199	NORTH HILLS LT 199 SC 7	0.58	R-1
110B 2 200	NORTH HILLS LT 200 SC 7	0.76	R-1
110B 2 201	NORTH HILLS LT 201 SC 7	1.06	R-1
110B 2 202	NORTH HILLS LT 202 SC 7	0.91	R-1
110B 3 28	HIGH ACRE ESTATES LT 28	0.99	R-1
110B 3 29	HIGH ACRE ESTATES LT 29	1.20	R-1
110B 3 30	HIGH ACRE ESTATES LT 30	6.16	R-1
110B 3 31	HIGH ACRE ESTATES LT 31	2.09	R-1
110B 3 32	HIGH ACRE ESTATES LT 32	2.04	R-1
110B 3 33	HIGH ACRE ESTATES LT 33	0.85	R-1
110C 1 10	NORTH HILLS ESTATES LT 10 SEC 3	0.88	R-1
110C 1 11	NORTH HILLS ESTATES LT 11 SEC 3	0.83	R-1
110C 1 12	NORTH HILLS ESTATES LT 12 SEC 3	0.85	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110C 1 13	NORTH HILLS ESTATES LT 13 SEC 3	0.76	R-1
110C 1 14	NORTH HILLS ESTATES LT 14 SEC 3	0.73	R-1
110C 1 15	NORTH HILLS ESTATES LT 15 SEC 3	0.94	R-1
110C 1 16	NORTH HILLS ESTATES LT 16 SEC 3	0.95	R-1
110C 1 17	NORTH HILLS ESTATES LT 17 SEC 3	1.93	R-1
110C 1 18	NORTH HILLS ESTATES LT 18 SEC 3	0.78	R-1
110C 1 19	NORTH HILLS ESTATES LT 19 SEC 3 PB 36/326	1.08	R-1
110C 1 21	NORTH HILLS ESTATES LT 21 SEC 3 PB 36/326	1.20	R-1
110C 1 22	NORTH HILLS ESTATES LT 22 SEC 3	0.70	R-1
110C 1 23	NORTH HILLS ESTATES LT 23 SEC 3	0.79	R-1
110C 1 26	NORTH HILLS ESTATES LT 26 SEC 3	1.21	R-1
110C 1 27	NORTH HILLS ESTATES LT 27 SEC 3	1.08	R-1
110C 1 28	NORTH HILLS ESTATES LT 28 SEC 3	1.40	R-1
110C 1 29	NORTH HILLS ESTATES LT 29 SEC 3	0.83	R-1
110C 1 30	NORTH HILLS ESTATES LT 30 SEC 3	0.69	R-1
110C 1 31	NORTH HILLS ESTATES LT 31 SEC 3	0.72	R-1
110C 1 32	NORTH HILLS ESTATES LT 32 SEC 3	1.02	R-1
110C 1 33	NORTH HILLS ESTATES REVISED LT 33 SEC 3	3.31	R-1
110C 1 34	NORTH HILLS ESTATES LT 34 SEC 3	0.88	R-1
110C 1 43	NORTH HILLS ESTATES LT 43 SEC 3	0.00	R-1
110C 1 44	NORTH HILLS ESTATES LT 44 SEC 3	0.00	R-1
110C 1 45	NORTH HILLS ESTATES LT 45 SEC 3	0.00	R-1
110C 2 24	NORTH HILLS ESTATES LT 24 SEC 2	1.34	R-1
110C 2 25	NORTH HILLS ESTATES LT 25 SEC 2	1.28	R-1
110C 2 46	NORTH HILLS ESTATES LT 46 SEC 2	0.00	R-1
111 3 1	LITTLE OTTER	16.52	AR
111 6 1	LITTLE OTTER ESTS	2.74	AR
111 6 2	LITTLE OTTER ESTATES	2.14	AR
111 6 3	LITTLE OTTER ESTATES	2.33	AR
111 6 4	LITTLE OTTER EST LT 4	4.58	AR
111 6 5	LITTLE OTTER ESTATES	4.87	AR
111 7 1	HERGUETER TR 1	5.06	AR
111 7 2	HERGUETER TR 2	29.33	AR
111 7 3	HERGUETER TRACT 3	30.94	AR
111 7 4	HERGUETER TR 4	26.37	AR
111 7 5	HERGUETER TR 5	5.25	AR
111 A 4	LITTLE OTTER	94.00	AR
111 A 6	NR BEDFORD	27.13	AR
111 A 6A	NR BEDFORD	8.96	AR
111 A 7	NR BEDFORD	4.72	AR
111 A 7A	RT 221	4.15	AR
111 A 8		0.00	AR
111 A 8A	NR BEDFORD	2.86	AR
111 A 9	NR BEDFORD	0.74	AR
111 A 10	NR BEDFORD	0.84	AR
111 A 10A	NR BEDFORD PAR A	0.16	AR
111 A 11	NR BEDFORD	0.50	AR
111 A 12	NR BEDFORD	3.76	AR

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
111 A 13	NR BEDFORD	0.00	AR
111 A 14	NR BEDFORD	4.00	AR
111 A 15	LOT 1	0.18	AR
111 A 16	NR BEDFORD	3.50	AR
111 A 16B	FOREST RD PAR B	8.07	AR
111 A 17	LOT 3	0.51	AR
111 A 17A	LOT 2	0.39	AR
111 A 18A	FOREST RD PAR A	3.86	AR
111 A 19	NR BEDFORD LT 2	0.61	AR
111 A 20	NR BEDFORD	5.23	AR
111 A 21	NR BEDFORD LT 3	0.61	AR
111 A 22	NR BEDFORD	2.35	AR
111 A 23	NR BEDFORD	1.00	AR
111 A 24	NR BEDFORD	1.00	AR
111 A 25	NR BEDFORD	1.67	AR
111 A 26	LITTLE OTTER PB 48/380	3.21	AR
111 A 27	LITTLE OTTER	1.45	AR
111 A 28	LITTLE OTTER	0.89	AR
111 A 29	LITTLE OTTER	2.41	AR
111 A 30	LITTLE OTTER	1.50	AR
111 A 31	LITTLE OTTER	2.00	AR
111 A 32	LITTLE OTTER	0.50	AR
111 A 33	LITTLE OTTER PB 45/10	6.71	AR
111 A 34	LITTLE OTTER PB 45/10	54.31	AR
111 A 34A	NR BEDFORD	1.00	AR
111 A 35	LITTLE OTTER	72.03	I-2
111 A 36	LITTLE OTTER PAR 2A LT 1	0.00	AR
111 A 37	LITTLE OTTER LT 2	0.00	AR
111 A 38	LT 3 LITTLE OTTER	0.00	AR
111 A 39	LITTLE OTTER LT 4	0.00	AR
111 A 40	LITTLE OTTER LT 1	2.98	AR
111 A 41	LITTLE OTTER	1.83	AR
111 A 42	NR BEDFORD	0.38	AR
111 A 43	NR BEDFORD	1.59	AR
111 A 44	NR BEDFORD	8.53	AR
111 A 45	NR BEDFORD	8.71	AR
111 A 45A	MCGHEE ST PB 50/420	1.80	AR
111 A 45B	MCGHEE ST	0.90	AR
111 A 45C	LOT 1 PB 45/117	1.56	AR
111 A 47	NR BEDFORD	8.40	AR
111 A 48	NR BEDFORD	0.64	AR
111 A 51	LITTLE OTTER	72.93	I-2
111 A 51B	LITTLE OTTER	1.87	AR
111 A 51C	LITTLE OTTER	1.00	AR
111 A 51D	LITTLE OTTER	1.19	AR
111 A 52	LITTLE OTTER	0.00	AR
111 A 53	LITTLE OTTER	0.99	AR
111 A 53A	LITTLE OTTER	0.65	AR

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
111A 1 5	MTN VIEW PK LTS5-14 63-72	0.00	AR
111A 1 A	FOREST RD	1.21	AR
111A 1 B	FOREST RD	1.48	AR
111A 1 21	FOREST RD LTS 21-26 WB 116 257	0.00	AR
111A 1 51	FOREST RD LTS 51-56 WB 116 257	0.00	AR
111A 2 1	NR BEDFORD	1.67	AR
111A 2 2	NR BEDFORD	1.74	AR
111A 2 3	NR BEDFORD LTS 3-5	3.80	AR
111A 2 6	LOT 6	1.86	AR
111A 2 7	NR BEDFORD LT 7	1.89	AR
111A 2 8	NR BEDFORD LT 8	1.84	AR
128 3 1	N & W RWY	4.81	I-2
128 3 2	N & W RWY	1.68	I-2
128 3 2A	N & W RWY	1.00	I-2
128 3 2B	N & W RWY LT A	2.10	I-2
128 3 3	N & W RWY	3.36	I-2
128 3 3A	LOT 1 PB 39/97	1.73	I-2
128 A 35	NR BEDFORD	0.80	AR
128 A 36	NR BEDFORD	4.78	AR
128 A 37	NR BEDFORD	153.68	AR
128 A 47	NR BEDFORD PB 32/297	3.55	AR
128 A 47A	NR BEDFORD	0.45	AR
128 A 47B	TOWN & COUNTRY PT LT 35 SEC 4	0.28	AR
128 A 51	NR BEDFORD	4.87	C-2
128A 1 A	T & C LAKE PROP	0.88	AR
128A 1 A1		0.88	AR
128A 1 A 8	LOT TOWN & COUNTRY LT 10 BK A	0.00	AR
128A 1 A 10	TOWN & COUNTRY LT 10 BK A	0.00	AR
128A 1 A 11	TOWN & COUNTRY LT 11 BKA	0.00	AR
128A 1 A 12	T&c LT 12 BK A	0.00	AR
128A 1 A 13	TOWN & COUNTRY LT 13 BK A	0.00	AR
128A 1 A 14	T&C LT 14 BK A	0.00	AR
128A 1 A 15	T&C LT 15 BK A	0.00	AR
128A 1 A 16	T&C LT 16 BK A	0.00	AR
128A 1 B 25	T&C PT LT 25 BLK B	0.25	AR
128A 1 B 26	T&C PT LT 26 BLK B	0.00	AR
128A 1 B 27	T&C PT LT 27	0.00	AR
128A 1 B 28	T&C LT 28 BLK B	0.00	AR
128A 1 B 29	T&C LT 29 BLK B	0.00	AR
128A 1 D 44	T&C LT 44 BLK D	0.00	AR
128A 1 D 45	T&C LT 45 DK D	0.00	AR
128A 1 D 46	T&C LT 46 BK D	0.00	AR
128A 1 D 47	TOWN & COUNTRY LT 47 BK D	0.00	AR
128A 1 D 48	T&C LT 48 BK D	0.00	AR
128A 1 D 49	TOWN & COUNTRY LT 49 BK D	0.00	AR
128A 1 D 50	T&C LT 50 BK D	0.00	AR
128A 1 E 58	T&C LT 58 BK D	0.00	AR
128A 1 E 59	T&C LT 59 BK D	0.00	AR

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128A 1 E 60A	T&C LT PT 60A	0.00	AR
128A 1 E 60B	T&C LT 60B BK E	0.00	AR
128A 1 E 61	TOWN & COUNTRY LT 61 BK E	0.00	AR
128A 1 E 62	TOWN & COUNTRY LT 62 BK E	0.00	AR
128A 1 E 63	TOWN & COUNTRY LT 63 BK E	0.00	AR
128A 1 E 64	TOWN & COUNTRY LT 64 BK E	0.00	AR
128A 1 F 65	T&C LT 65 BLK F	0.00	AR
128A 1 F 66	T&C LT 66 BLK F	0.00	AR
128A 1 F 67	T&C LT 67 BK F	0.00	AR
128A 1 F 68A	T&C PT LT 68 AB	0.00	AR
128A 1 F 69	TOWN & COUNTRY LT 69 BK F	0.74	AR
128A 1 F 70B	BLK F TOWN & COUNTRY LT 71 PT 70B	0.00	AR
128A 2 C 30	T&C LT 30 BK C	0.00	AR
128A 2 C 31	T&C LT 31 BK C	0.00	AR
128A 2 C 32	T&C LT 32 BK C	0.00	AR
128A 2 C 33	T&C LT 33 BK C	0.00	AR
128A 2 C 34	T&C LT 34 BK C	0.00	AR
128A 2 C 35	T&C LT 35 BK C	0.00	AR
128A 2 C 36	T&C LT 36 BK C	0.00	AR
128A 2 C 37	T&C LT 37 BK C	0.00	AR
128A 2 C 38	TOWN & COUNTRY LT 38 BK C	0.00	AR
128A 2 C 39	T&C LT 39 BK C	0.00	AR
128A 2 C 40	T&C LT 40 BK C	0.00	AR
128A 2 C 41	TOWN & COUNTRY LT 41 BK C	0.00	AR
128A 2 C 42	T&C LT 42 BK C	0.00	AR
128A 2 C 43	T&C LT 43 BK C	0.00	AR
128A 3 A 17	TOWN & COUNTRY LT 17 BK A	0.00	AR
128A 3 A 18	TOWN & COUNTRY LT 18 BK A	0.00	AR
128A 3 A 19	T&C LT 19 BK A	0.00	AR
128A 3 A 20	T&C LT 20 BK A	0.00	AR
128A 3 A 21	T&C LT 21 BK A	0.00	AR
128A 3 A 22	T&C LT 22 BLK A	0.00	AR
128A 3 A 23	T&C LT 23 BLK A	0.00	AR
128A 3 A 24	T&C LT 24 BLK A	0.00	AR
128A 3 E 51	TOWN & COUNTRY BLK E PT LT 52 & 51	0.00	AR
128A 3 E 52B	T&C LT 52B BLK E	0.00	AR
128A 3 E 53	T&C LT 53 BLK E	0.00	AR
128A 3 E 54	T&C LT 54 BLK E	0.00	AR
128A 3 E 55	T&C LT 55 BLK E	0.00	AR
128A 3 E 56	T&C LT 56 BK E	0.00	AR
128A 3 E 57	T&C LT 57 BLK E	0.00	AR
128A 4 G 25	T&C LT 25 BLK G	0.00	AR
128A 4 G 26	T&C LT 26 BLK G	0.00	AR
128A 4 G 27	T&C LT 27 BLK G	1.01	AR
128A 4 G 29	T&C LT 29 BLK G	0.58	AR
128A 4 G 30	T&C LT 30 BLK G	0.00	AR
128A 4 G 31	T&C LT 31 BLK G	0.00	AR
128A 4 G 32	T&C LT 32 BLK G	0.00	AR

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128A 4 G 33	T&C LT 33 BLK G	0.00	AR
128A 4 G 35	T&C LT 35 BLK G	0.00	AR
128A 4 G 36	T&C LT 36 BLK G	0.00	AR
128A 4 G 37	T&C LT 37 BLK G	0.00	AR
128A 4 G 38	TOWN & COUNTRY LT 38 BK G	0.00	AR
128A 4 G 39	T&C LT 39 BLK G	0.00	AR
128A 4 G 40	TOWN & COUNTRY LT 40 BK G	0.00	AR
128A 4 G 41	T&C LT 41 BK G	0.00	AR
128A 4 G 42	TOWN & COUNTRY LTY 42 B-G	0.00	AR
128A 4 G 43	T&C LT 43 BK G	0.00	AR
128A 4 H 58	WOODHAVEN DR LT 58 BK H	0.56	AR
128A 4 H 59	TOWN & COUNTRY LT 59 BK H	0.00	AR
128A 4 H 60	T&C LT 60 BK H	0.00	AR
128A 4 H 61	TOWN & COUNTRY LT 61 BK H	0.00	AR
128A 4 H 62	T&C LT 62 BK H	0.00	AR
128A 4 H 63	TOWN & COUNTRY LT 63 BK H	0.00	AR
128A 4 H 64	T&C LT 64 BK H	0.00	AR
128A 4 H 65	T&C LT 65 BK H	0.00	AR
128A 4 H 66	T&C LT 66 BK H	0.00	AR
128A 4 H 67	LT 67 BK H T & C	0.00	AR
128A 4 H 68	T&C LT 68 BK H	0.00	AR
128A 4 H 69	T&C LT 69 BK H	0.00	AR
128A 4 H 70	TOWN & COUNTRY LT 70 BK H	0.00	AR
128A 4 H 71	T&C LT 71 BLK H	0.00	AR
128A 4 H 72	TOWN & COUNTRY LT 72 BK H	0.00	AR
128A 4 H 73	T&C LT 73 BK H	0.00	AR
128A 4 H 74	TOWN & COUNTRY LT 74 BK H	0.00	AR
128A 4 H 75	T&C LT 75 BK H	0.00	AR
128A 4 H 76	TOWN & COUNTRY LT 76 BK H	0.00	AR
128A 4 I B	TOWN & COUNTRY LTS 78 &95 BLK I	0.93	AR
128A 4 I 77	TOWN & COUNTRY LT 77 BK I	0.00	AR
128A 4 I 79	T&C LT 79 BK I	0.00	AR
128A 4 I 80	T&C LT 80 BLK I	0.00	AR
128A 4 I 81	LT 81 BK I TOWN & COUNTRY	0.00	AR
128A 4 I 82	T&C LT 82 BK I	0.00	AR
128A 4 I 83	T&C LT 83 BK I	0.00	AR
128A 4 I 84	TOWN & COUNTRY LT 84 BK I	0.00	AR
128A 4 I 85	T&C LT 85 BK I	0.00	AR
128A 4 I 86	T&C LT 86 BK I	0.00	AR
128A 5 87	TOWN & COUNTRY	0.73	AR
128A 5 88	T&C LT 88	0.00	AR
128A 5 89	TOWN & COUNTRY LT 89	0.00	AR
128A 5 90	T&C LT 90	0.00	AR
128A 5 91	TOWN & COUNTRY LT 91	0.00	AR
128A 5 92	TOWN & COUNTRY LT 92	0.37	AR
128A 5 93	TOWN COUNTRY LT 93	0.00	AR
128A 5 94	T&C LOT 94	0.00	AR
128A 5 96	TOWN & COUNTRY LT 96	0.00	AR

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128A 5 97	T&C LT 97	0.00	AR
128A 5 98	T&C LT 98	0.00	AR
128A 5 99	T&C LT 99	0.00	AR
128A 5 100	TOWN & COUNTRY LT 100	0.00	AR
128A 5 101	T&C LT 101	0.00	AR
128A 5 102	TOWN & COUNTRY LT 102	0.00	AR
128A 5 103	TOWN & COUNTRY LOT 103	0.00	AR
128A 5 105	TOWN & COUNTRY LOT 105	0.00	AR
128A 5 106	T&C LT 106	0.00	AR
128A 5 107	T&C LT 107	0.00	AR
128A 5 108	TOWN & COUNTRY LT 108	0.00	AR
128A 5 109	T&C LT 109	0.00	AR
128A 5 110	T&C LT 110	0.00	AR
128A 5 111	TOWN & COUNTRY LT 111	0.00	AR
128A 5 112	T&C LT 112	0.00	AR
128A 5 113	T&C LT 113	0.00	AR
128A 5 114	T&C LT 114	0.00	AR
128A 5 115	T&C LT 115	0.00	AR
128A 5 116	T&C LT 116	0.00	AR
128A 5 117	LT 117	0.00	AR
128A 5 118	TOWN & COUNTRY LT 118	0.00	AR
128A 5 119	TOWN & COUNTRY LT 119	0.00	AR
128A 5 120	TOWN & COUNTRY LT 120	0.00	AR
128A 5 121	TOWN & COUNTRY LT 121	0.00	AR
128A 5 121A	T&C LT 122	0.00	AR
128A 5 122	T&C LT 122	0.00	AR
128A 5 125	LT 125 TOWN & COUNTRY	0.00	AR
128A 5 126	TOWN & COUNTRY LT 126	0.00	AR
128A 5 127	TOWN & COUNTRY LT 127	0.00	AR
128A 5 128	T&C LT 128	0.00	AR
128A 5 129	T&C LT 129	0.00	AR
128A 5 130	T&C LT 130	0.00	AR
129 2 1	SMITHFIELD SEC 4 LT 1 PB 49/123	0.46	R-1
129 2 2	SMITHFIELD SEC 4 LT 2 PB 49/123	0.47	R-1
129 2 3	SMITHFIELD SEC 4 LT 3 PB 49/123	0.50	R-1
129 2 4	SMITHFIELD SEC 4 LT 4 PB 49/123	0.45	R-1
129 A 12	NR BEDFORD WB 154/421	35.93	A-P
130 2 2A	JOHNS CR	0.81	PID
130 2 2B	JOHNS CR	0.76	PID
130 2 3A	JOHNS CR	2.26	PID
147 5 5	SMITHFIELD SEC 4 LT 5 PB 49/123	0.45	R-1
147 5 6	SMITHFIELD SEC 4 LT 6 PB 49/123	0.45	R-1
147 5 7	SMITHFIELD SEC 4 LT 7 PB 49/123	0.42	R-1
147 5 8	SMITHFIELD SEC 4 LT 8 PB 49/123	2.16	R-1
147 A 7B	NR BEDFORD	20.82	A-P
147B 1 1	SMITHFIELD PT LT 1 SC 3	0.00	A-P
147B 1 2	SMITHFIELD PT LT 2 SC 3	0.00	A-P
147B 1 3	SMITHFIELD PT LT 3 SC 3	0.00	R-1

PHASE II BOUNDARY ADJUSTMENT PARCEL LISTING

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
147B 1 4	SMITHFIELD PT LT 4	0.00	R-1
147B 1 5	SMITHFIELD PT LT 5 SC 3	0.00	R-1
147B 1 6	SMITHFIELD PT LTS 6 & 7 SEC 3	0.00	R-1
147B 1 8	SMITHFIELD PT LT 8 SC 3 PB 38/392	0.00	R-1
147B 1 10	SMITHFIELD PT LT 10 SC 3 PB 38/392	0.00	R-1
147B 1 11	SMITHFIELD PT LT 11 SC 3	0.00	R-1
147B 1 12	SMITHFIELD LT 12 SC 3	0.58	R-1
147B 1 13	SMITHFIELD PT LT 13 SC 3	0.00	R-1
147B 1 14	SMITHFIELD PT LT 14 SC 3	0.00	R-1
147B 1 15	SMITHFIELD LT 15 SC 3	0.46	R-1
147B 1 16	SMITHFIELD LT 16 SC 3	0.49	R-1
147B 1 17	SMITHFIELD LT 17 SC 3	0.00	R-1
147B 1 18	SMITHFIELD LT 18 SC 3	0.46	R-1
147B 1 19	SMITHFIELD LT 19 SC 3	0.46	R-1
147B 1 20	SMITHFIELD LT 20 SC 3	0.46	R-1
147B 1 21	SMITHFIELD LT 21 SC 3	2.02	R-1
147B 1 22	SMITHFIELD LT 22 SC 3	2.22	R-1
147B 1 23	SMITHFIELD LT 23 SC 3	1.33	R-1
147B 1 24	SMITHFIELD LT 24 SC 3	1.18	R-1
147B 1 25	SMITHFIELD LT 25 SC 3	1.11	R-1
147B 1 26	SMITHFIELD LT 26 SC 3	0.95	R-1
147B 1 27	SMITHFIELD LT 27 SC 3	0.75	R-1
147B 1 28	SMITHFIELD LT 28 SC 3	0.79	R-1
147B 1 31	SMITHFIELD LT 31 SC 3	0.46	R-1
147B 1 32	SMITHFIELD LT 32 SC 3	0.46	R-1
147B 1 33	SMITHFIELD LT 33 SC 3	0.46	R-1
93 A 40	CENTERVILLE	0.00	R-1
93 A 41	CENTERVILLE	1.55	R-1
<b>652 parcels</b>		<b>1772.97</b>	

**EXHIBIT 12**  
**LIST OF PROPERTIES BY TAX PARCEL INCLUDED IN THE PHASE III  
BOUNDARY ADJUSTMENT AREA**

PHASE III BOUNDARY ADJUSTMENT PARCEL LISTING

TAX PARCEL	SUBSECTOR	OWNER (AS OF OCTOBER 1, 2010)	ACREAGE	ZONING
109 5 2D	A	REYNOLDS BRIAN M & KIM	1.42	R-1
109 5 2C1	A	MORCK GARTH M & LAURA A	1.03	R-1
109 5 2C2	A	CARSON BOBBY L & BETTY JO	0.70	R-1
109 5 2C3	A	BABB GARY W & BRENDA C	0.58	R-1
109 5 2C4	A	MORCK GARTH M & LAURA A	0.52	R-1
109 5 2C5	A	WITT WAYNE D & FAYE P	1.89	R-1
109 5 2C6	A	REYNOLDS ROSE MARIE	1.01	R-1
109A 1 1	A	POFF WILLIAM & POFF ESSIE MARIE	0.00	R-1
109A 1 2A	A	POFF WILLIAM & POFF ESSIE MARIE	0.00	R-1
109A 1 2B	A	FALCONE RALPH G & BARBARA S	0.76	R-1
109A 1 2B1	A	POFF WILLIAM & POFF ESSIE MARIE	0.00	R-1
109A 2 6A	A	TAYLOR KATHERINE C	0.33	R-1
109A 2 6B	A	POFF WILLIAM & POFF ESSIE MARIE	0.17	R-1
109A 2 7	A	TAYLOR KATHERINE C	0.00	R-1
109A 2 8A	A	TAYLOR KATHERINE C	0.32	R-1
109A 2 8B	A	MARKHAM HOBART F & MARY L	0.32	R-1
109A 2 9	A	MARKHAM HOBART F & MARY L	0.00	R-1
109A 2 10	A	GOODE NORRIS E & BETTY T	0.00	R-1
109A 2 11	A	GILES CHARLES W & EVELYN W	0.00	R-1
109A 3 4A	A	ROWE DONALD M & MARILYN R	0.41	R-1
109A 3 5A	A	OLIVER TRUST THE	0.29	R-1
109A 3 12	A	SMITH LOUISE C TRUSTEE	0.89	R-1
109A 3 13	A	COYLE EDWARD S & COYLE LORNA MARIE	0.94	R-1
109A 3 14	A	MARKHAM MARY PARKS	0.76	R-1
109A 3 15	A	ANDERSON MARGARET M	1.17	R-1
109A 3 16	A	ANDERSON MARGARET M	0.67	R-1
109A 3 17	A	JENSEN A PETER & MAYMIE	0.65	R-1
109A 3 18	A	JOHNSON PATRICIA C TR	0.00	R-1
109A 3 19	A	PICKERING DIANNE K	0.65	R-1
109A 3 20	A	PARSHALL RICHARD E & PARSHALL ANABEL	0.64	R-1
109A 3 20A	A	MARKHAM MARY PARKS	0.00	R-1
109A 4 5	A	OLIVER TRUST THE	0.00	R-1
109A 4 5A	A	OLIVER TRUST THE	0.00	R-1
109A 4 5B	A	OLIVER TRUST THE	0.11	R-1
93 A 24	A	BURROWS DOROTHY M	9.90	R-1
93 A 25	A	REYNOLDS T E	2.80	R-1
93 A 26	A	REYNOLDS T E	234.14	R-1
93 A 27A	A	HURT KENNETH L	1.49	R-1
93 A 28	A	NOELL O S JR, WILLIAM &	150.00	R-1
93 A 39	A	CITY OF BEDFORD	0.00	R-1
111 A 51A	B	THE BEDFORD WILLIAMS-JOHNSON PARTNE	30.00	I-2
130 1 1	B	JOHNSON ISABELL CRAIG	64.00	AR
130 1 1A	B	JOHNSON PHILLIP W & JOHNSON TAMMY C	0.62	AR
130 1 1C	B	JOHNSON PHILLIP W & TAMMY	1.38	AR
130 1 2A	B	FIELDER EUBA T	0.75	AR
130 1 5A	B	NORTH ROSA DALE	2.55	AR
130 1 5B	B	WOOD DENNIS E & ALICE W	3.19	AR
130 1 2A1	B	ARRINGTON RAYMOND & ARRINGTON CYNTH	0.43	AR
130 1 2A2	B	ZIMMERMAN CHRISTOPHER WEST &	0.00	AR
130 2 2A	B	BURTON JACK E	0.81	PID
130 2 2B	B	BURTON JACK E	0.76	PID

PHASE III BOUNDARY ADJUSTMENT PARCEL LISTING

TAX PARCEL	SUBSECTOR	OWNER (AS OF OCTOBER 1, 2010)	ACREAGE	ZONING
130 2 3A	B	BURTON TONY DEAN & CYNTHIA A	2.26	PID
130 3 1	B	FIELDS CALVIN R & BETTY R	71.71	AR
130 3 1A	B	JACKSON ALONZA B & AUDREY	1.09	AR
130 3 1B	B	ARTHUR DENNIS ALAN &	0.25	AR
130 3 1C	B	HECK PAUL W	2.00	AR
130 3 1D	B	FLOOD MARY ELIZABETH	1.14	AR
130 3 1E	B	MURPHY WILLIE O	1.14	AR
130 3 1F	B	HURT ELIZABETH ANN	1.14	AR
130 3 1G	B	MARTIN LEWIS E & DORIS B	0.53	AR
130 3 1H	B	WESTROM ALICE MARIE	0.69	AR
130 3 2A	B	BRYANT DAVID L & MADELINE W TRUST	49.90	AR
130 4 1	B	SKIPPER DORIS HILDA	5.56	AR
130 4 2A	B	CALLOWAY MAURICE A E &	2.68	AR
130 4 2B	B	MANLEY KELLY B	2.68	AR
130 4 3	B	TUTTLE JON P & LORRAIN K	5.56	AR
130 6 1	B	FLOOD JOHN W & CYNTHIA D CALLOWAY	0.54	AR
130 6 2	B	LACKS JOSPEH D & SKEEN-LACKS ANOURI	0.78	AR
130 6 3	B	HURT STEVEN L & GLORIA R	0.89	AR
130 6 4	B	WRIGHT CLARA S	0.62	AR
130 6 5	B	HENRY LINDA C	0.55	AR
130 6 6	B	PAYNE ANDREW L	0.59	AR
130 6 7	B	ANDERSON MELVIN R &	0.55	AR
130 A 6	B	BLANKENSHIP J E JR	3.07	PID
130 A 16	B	DALTON DONALD W & EDITH H	57.29	PID/AR
130 A 16A	B	DALTON DONALD W & EDITH H	2.71	AR
130 A 17	B	RICE TURURA & RICE KEVIN C	12.51	AR
130 A 18A	B	GRIFFIN DORIS C	3.05	AR
130 A 19	B	BASHAM WAYNE L	8.64	AR
130 A 20	B	BOWYER CARLTON EDDIE & SHARON	1.68	AR
130 A 21	B	WRIGHT WILLIAM R & MABLE	1.01	AR
130 A 22	B	RTB PROPERTIES LLC	1.30	AR
130 A 22A	B	PAYNE JAMES L & EMILY S	1.13	AR
130 A 22B	B	SPINNER ERICK M & SPINNER FELICIA	1.46	AR
130 A 22C	B	PAYNE BOBBY L & BOBBY N	1.79	AR
130 A 23	B	BANKS OTEA LINCOLN & ALMA	0.00	AR
130 A 24	B	HALLMAN MARY E	1.71	AR
130 A 24A	B	BROWLEY THELMA ELAINE ROBERTSON & ROBERTSON	2.59	AR
130 A 25	B	ANDERSON FREDDIE ROSE	15.91	AR
130 A 26	B	ANDERSON TRUST	3.00	AR
130 A 27	B	GETER PELTON	2.00	AR
130 A 28	B	HUNTER SALLIE D	39.73	AR
130 A 28A	B	HUFF-WILLIAMS ROSLYN	1.38	AR
130 A 28B	B	GETER PELTON & GETER FURNELL	0.65	PID
130 A 30	B	ARRINGTON RAYMOND P JR & CYNTHIA G	2.43	PID
130 A 31	B	MOSELEY RUPERT	2.35	PID
130 A 32A	B	HYATT WILLIAM B	25.36	PID
130 A 32B	B	HYATT WILLIAM B	25.36	AR
130 A 33	B	SHELTON STORMIE NECOLE	43.75	AR
130 A 36	B	ARTHUR DENNIS ALAN &	16.20	AR
130 A 37	B	BRYANT DAVID L & MADELINE W TRUST	3.90	AR
130 A 38	B	BRYANT DAVID L & MADELINE W TRUST	8.50	AR

PHASE III BOUNDARY ADJUSTMENT PARCEL LISTING

TAX PARCEL	SUBSECTOR	OWNER (AS OF OCTOBER 1, 2010)	ACREAGE	ZONING
130 A 39	B	BRYANT DAVID L & MADELINE W TRUST	12.80	AR
130 A 39A	B	BRYANT DAVID L & MADELINE W TRUST	7.70	AR
130 A 41	B	BRYANT DAVID L & MADELINE W TRUST	71.40	AR
130 A 42	B	JONES DOROTHY A, HELEN L ANTHONY & JO	123.00	AR
130 A 42	B	JONES DOROTHY A, HELEN L ANTHONY & JO	123.00	AR
130 A 45	B	WILLOUGHBY SANDRA D	29.77	AR
130 A 45A	B	FIELDS CALVIN R & BETTY R	27.74	AR
130 A 47	B	MACKEY SUSAN J BASSETT JONES	48.93	AR
130 A 47A	B	BOGGESS DONALD RAY & LISA GAIL	1.07	AR
130 A 48	B	PULLEN MILDRED H	1.36	AR
130 A 49	B	MANNS LACY	11.88	AR
130 A 49A	B	MOSS RALPH	2.00	AR
130 A 58	B	CLEMENTS W C REV	1.50	AR
130 A 59	B	WATTS FAITH R	1.72	AR
130 A 59A	B	SOCHOR DANIEL C	1.01	PID
130B 1 11A	B	CHEEK BOBBY R	6.25	PID
130B 1 12	B	GOAD ROBERT W & JAMES D	31.51	PID
130B 1 13	B	GOAD ROBERT W & JAMES D	31.51	PID
130B 1 13A	B	BLANKENSHIP HOWARD S & GOAD ROBERT W	10.00	PID
130B 1 14	B	GOAD ROBERT W & JAMES D	31.51	PID
130B 1 15	B	TLM LLC	10.61	PID
130B 1 16	B	TLM LLC	7.20	PID
130B 1 17	B	TLM LLC	27.92	PID
130B 2 1	B	HURT NELSON REED &	0.21	PID
130B 2 2	B	HURT NELSON R & DOROTHEA	0.55	PID
130B 2 3	B	JONES JAMES T & HALLIE	0.00	PID
130B 2 4	B	STARKS JACK H & LENA M	0.59	PID
130B 2 5	B	NEW HORIZON BUILDERS INC	0.61	PID
130B 2 6	B	BRAWLEY HELEN E	0.62	PID
130B 2 7	B	DREW WILLIAM LEROY	0.60	PID
130B 2 8	B	COLES LORENZA	0.51	PID
130B 2 9	B	STAPLES KIMBERLY FELICIA	0.47	PID
130B 3 1	B	DOTSON JOHNATHAN L & JAMIE D	0.53	PID
130B 3 2	B	STARKS MONA J	0.49	PID
130B 3 3	B	BRAWLEY BRIAN EUGENE	0.50	PID
130B 3 4	B	PAYNTER CLARA SEREINA	0.58	PID
130B 3 5	B	NELLUM AMY Y	0.55	PID
130B 3 6	B	CALLOWAY LORRAINE JANETTE	0.55	PID
130B 3 7	B	TLM LLC	0.56	PID
130C 1 1	B	HICKMAN CHESTER LEE & PATRICIA	0.00	AR
130C 1 2	B	MALLETTE FERNANDO L	0.00	AR
130C 1 3	B	CARTER JOHNNY LEROY &	0.00	AR
130C 1 4	B	STUMP JOHN H JR & STUMP SHARON ANDRE	0.00	AR
130C 1 5	B	REDMOND RANDOLPH ALLEN JR & CULVER	0.00	AR
130C 1 6	B	DILLON CARY L & BARBARA G	0.00	AR
130C 1 7	B	DILLON CARY L & BARBARA G	0.00	AR
130C 1 8	B	ANDREWS ERCAL P	1.01	AR
130C 1 8A	B	PARRISH JENNIFER A	1.07	AR
130C 1 9	B	ANDREWS ERCAL P	1.01	AR
130C 1 10	B	ANDREWS JOHN WILLIAM &	2.45	AR
130C 1 12A	B	MUSGRAVE MICHAEL J & LANA	0.78	AR

PHASE III BOUNDARY ADJUSTMENT PARCEL LISTING

TAX PARCEL	SUBSECTOR	OWNER (AS OF OCTOBER 1, 2010)	ACREAGE	ZONING
130C 1 13A	B	ANDREWS KENNETH W	1.01	AR
130C 1 14	B	ZIMMERMAN CHRISTOPHER WEST &	0.00	AR
130C 2 10	B	OVERSTREET ROGER DALE &	1.01	AR
130C 2 11	B	OVERSTREET ROGER DALE &	0.54	AR
130C 2 12	B	BRADS TIMOTHY A	0.00	AR
130C 2 13	B	ANDREWS FRANK	0.78	AR
130C 2 14	B	LYNCH WILLIE R & LAURIE S	0.74	AR
130C 2 15	B	LYNCH WILLIE R & LAURIE S	0.00	AR
130C 2 16	B	LYNCH WILLIE R & LAURIE S	1.02	AR
130C 2 17	B	KENNEDY GLENN F	0.00	AR
130C 2 18	B	KENNEDY GLENN F	0.85	AR
130C 2 19	B	GRISHAW BRENDA M LAUGHLIN	0.92	AR
130C 2 20	B	JOHNSON MARK K JR & HALE APRIL L	1.80	AR
130C 2 21	B	JOHNSON MARK K JR & HALE APRIL L	1.80	AR
130C 2 22	B	WOOD MAURICE H & ELSIE M	1.04	AR
130C 2 23	B	BLANKENSHIP CARL N &	1.13	AR
130C 2 24	B	BOWYER CHRISTOPHER E & GINA W	1.23	AR
130C 2 25	B	WOOD BRIAN MICHAEL	1.25	AR
130C 2 26	B	WOOD BRIAN M	1.18	AR
130C 2 27	B	ARTHUR RICKY LEE	1.12	AR
130C 2 28	B	COMMON VISION LLC	1.06	AR
130C 2 29	B	COMMON VISION LLC	1.00	AR
130C 2 30	B	ARTHUR RICKY LEE	1.00	AR
130C 3 3	B	DRAPER ANTHONY E	4.44	AR
130C 3 3A	B	ARTHUR RICKY LEE	2.00	AR
130C 3 4	B	DRAPER ANTHONY E	1.43	AR
130C 3 4A	B	ARTHUR RICKY LEE	2.00	AR
130C 3 5	B	CARTER JAMES MORRIS &	3.02	AR
130C 3 6	B	CARTER DOUGLAS W JR & MAYHEW SUZANN	2.15	AR
130C 3 7	B	RIGGS BRETT MITCHELL & RHONDA M	0.00	AR
130C 3 8	B	PARKER GARY DALE	0.00	AR
130C 3 9	B	PARKER GARY DALE	0.00	AR
131 A 21B	B	HOLMES WARREN	2.00	AR
131 A 21C	B	BUSH ROBERT L	6.00	AR
131 A 21D	B	BUSH ROBERT L	10.00	AR
129 1 3	C	CLAYTOR VERA W	5.07	AR
129 1 4	C	TATE JONGE & LYNNEA	5.07	AR
129 1 5	C	BELKNAP CLIFTON C &	5.06	AR
129 1 6	C	REISINGER JOHN CHRIS & REISINGER JANE C	5.20	AR
129 1 A	C	CLAYTOR VERA W	0.86	AR
129 A 1A	C	KRZYZANOWSKI PETER R & KRZYZANOWSKI	5.44	AR
129 A 1B	C	MURRAY EDNA N	5.84	AR
129 A 4	C	BARTON CARL E	1.02	AP
129 A 5	C	BIBLE TRUTH TABERNACLE	1.50	AP/AR
129 A 5E	C	SLUSHER DONNIE W & NANCY	0.70	AR
129 A 5F	C	FLOYD CURTIS L & WANDA L	1.56	AR
129 A 9	C	DINWIDDIE BENJAMIN D	42.94	AR
129 A 9B	C	DINWIDDIE ROBERT J & JULIE K	1.00	AR
129 A 9C	C	DINWIDDIE ROBERT JAMES	4.90	AR
129 A 10	C	FARISS R SMITH	1.70	AR
129 A 11	C	SHELOE ALLAN	5.05	AR

PHASE III BOUNDARY ADJUSTMENT PARCEL LISTING

TAX PARCEL	SUBSECTOR	OWNER (AS OF OCTOBER 1, 2010)	ACREAGE	ZONING
147 3 7	C	MORROW SIDNEY R & SHIRLEY	10.32	AR
147 A 2	C	BOOTHE DANNY R	9.37	AP/AR
128 A 46	D	PPRR LLC	83.49	AR
128 A 46A	D	CARRIAGE HILL RETIREMENT LLC	2.31	AR
146 A 40	D	STEVENS RUSSELL M, SAMUEL	10.00	AR
128 1 1	E	CRAIG LARRY A & CAROLYN C	0.50	AR
128 1 2	E	CUNDIFF MATTHEW R & ROBIN F	0.46	AR
128 1 3	E	CREASEY BILLY J	0.46	AR
128 1 4	E	WATSON GILMORE GLENN & JANET SCOTT	0.51	AR
128 1 5	E	BENNETT EMILY WILKERSON	0.51	AR
128 1 6	E	BIBLE LLOYD F JR &	0.46	AR
128 1 7	E	ABBOTT BETHANY E & ABBOTT CHRISTOPHE	0.46	AR
128 1 8	E	OSTRANDER JASON R & CASSANDRA A	0.46	AR
128 1 9	E	THOMAS ROY L & GALE C	0.46	AR
128 1 10	E	SHOALES MATTHEW C & SHOALES SARA J	0.46	AR
128 1 11	E	JOHNSON DONNA M	0.46	AR
128 1 12	E	WARE DARRYLE M & SHARON E	0.46	AR
128 1 13	E	MORGAN DEV CORP	0.46	AR
128 1 14	E	SNEAD RACHEL T	0.46	AR
128 5 1	E	LYNTON ANNIE JOHNSON	0.00	AR
128 5 2	E	BRIDGEMAN ALBERT J &	0.00	AR
128 6 1	E	BROADWATER CHARLES E &	0.50	AR
128 6 2	E	BROWN JASON L & BROWN REBEKAH A	0.50	AR
128 6 3	E	SLOSS BERTRAND LEE JR & CHARLOTTE	0.50	AR
128 6 4	E	CHISOM ANNE O	0.50	AR
128 6 5	E	LOVE HENRY A & TERESA J	0.50	AR
128 6 6	E	BLACK T RAY	0.50	AR
128 6 7	E	OVERSTREET BRIAN L & HEATHER M	0.50	AR
128 6 8	E	TUCKER JAROD T	0.50	AR
128 6 9	E	PAYNE CYNTHIA M	0.50	AR
128 6 10	E	OVERSTREET JASON ALAN	1.14	AR
128 6 11	E	MULLINS ARLIE E & BEATRICE	0.87	AR
128 6 12	E	MOSS RUTH E	0.46	AR
128 6 13	E	PENDLETON TRAVIS & PENDLETON LESLIE	3.04	AR
128 A 31	E	B A INVESTORS LLC	18.81	AR
128 A 31A	E	B & A INVESTORS LLC	1.48	AR
128 A 31B	E	B & A INVESTORS LLC	1.55	AR
128 A 31C	E	B & A INVESTORS LLC	1.55	AR
128 A 31D	E	B & A INVESTORS LLC	1.55	AR
128 A 31E	E	B & A INVESTORS LLC	1.55	AR
128 A 30M	E	LONG MEADOWS INC	4.83	C-2
128 B 1 111	E	LATIMER ANNA M	0.03	C-2
128 B 1 112	E	BIBB MILTON EARL	0.03	C-2
128 B 1 113	E	JONES LAVEDIA A	0.03	C-2
128 B 1 114	E	MCCABE DAVID J & SANDRA L	0.03	C-2
128 B 1 115	E	HANKINS JUDY F	0.03	C-2
128 B 1 116	E	MCCABE DAVID J & SANDRA L	0.03	C-2
128 B 1 121	E	RUSH STEPHEN D & JUDY K	0.03	C-2
128 B 1 122	E	MCCABE DAVID J & SANDRA L	0.03	C-2
128 B 1 123	E	MORRIS CHARLES L	0.03	C-2
128 B 1 124	E	MOSS CHRISTY ELAINE	0.03	C-2

PHASE III BOUNDARY ADJUSTMENT PARCEL LISTING

TAX PARCEL	SUBSECTOR	OWNER (AS OF OCTOBER 1, 2010)	ACREAGE	ZONING
128 B 1 125	E	MORRIS CHARLES L	0.03	C-2
128 B 1 126	E	WUERGLER REBECCA E	0.03	C-2
128 B 1 131	E	ESPOSITO GENARO J & MARIE	0.03	C-2
128 B 1 132	E	CLAYTOR TONY A	0.03	C-2
128 B 1 133	E	MORRIS CHARLES L	0.03	C-2
128 B 1 134	E	MCCABE CHRISTOPHER D & CHASTITY	0.03	C-2
128 B 1 135	E	MCCABE DAVID J & SANDRA L	0.03	C-2
128 B 1 136	E	ESPOSITO GENARO III & LINDA L	0.03	C-2
128 B 1 A	E	CP BEDFORD HOMEOWNERS	1.28	C-2
128 B 2 1	E	MCCABE DAVID J & SANDRA L	0.06	C-2
128 B 2 10	E	LONG MEADOWS INC	0.06	C-2
128 B 2 11	E	LONG MEADOWS INC	0.06	C-2
128 B 2 12	E	JAMISON LORI L	0.06	C-2
128 B 2 13	E	MORALES DOUGLAS A & CAROL	0.06	C-2
128 B 2 14	E	MORALES DOUGLAS A & CAROL	0.06	C-2
128 B 2 15	E	MORALES DOUGLAS A & CAROL	0.06	C-2
128 B 2 2	E	ROWLETT DAVID J	0.06	C-2
128 B 2 3	E	MCCABE DAVID J & SANDRA L	0.06	C-2
128 B 2 4	E	EPPE KATHERINE ANNE	0.06	C-2
128 B 2 5	E	MCCABE DAVID J & SANDRA L	0.06	C-2
128 B 2 6	E	COX FRANCES M	0.06	C-2
128 B 2 7	E	MORALES DOUGLAS A & CAROL	0.06	C-2
128 B 2 8	E	MORALES DOUGLAS A & CAROL	0.06	C-2
128 B 2 9	E	LONG MEADOWS INC	0.06	C-2
128 B 2 A	E	MUSTANG RIDGE HOMEOWNERS	0.00	C-2
109 A 44	F	EDWARDS FRANK A & RUBY	100.59	I-2
128 2 B	F	ASCENT	35.41	I-2
<b>283 total parcels</b>			<b>2,046.54</b>	

**EXHIBIT 13**  
**EXAMPLE OF PHASE II BOUNDARY ADJUSTMENT**

### Example of Phase II Boundary Adjustment

An area in the Phase II Boundary Adjustment Areas designated for a boundary adjustment by the Town would be eligible for incorporation prior to the automatic boundary adjustment occurring ten years after the Phase I Boundary Adjustment, if it is contiguous to the existing Town boundary and if it consists of parcels of land that have an average size of three acres or less based on subdivision plats or deeds recorded after the effective date of Town status. An example of an area designated by the Town that would satisfy these criteria would be as follows:

The Town proposes to incorporate 100 acres of land, a portion of which physically adjoins the then existing Town corporate boundaries. Of the designated area, 75 acres consists of individual parcels of land as shown on recorded subdivision plats or deeds, including one vacant 10-acre parcel; ten 2-acre parcels, each with a house; a 5-acre parcel with 25 apartments; ten 3-acre parcels, each with a house; five 1-acre parcels, each with a duplex; and one 5-acre parcel with a grocery store. That portion of the designated area is eligible for a boundary adjustment because it has an average of 2.7 acres per lot (75 acres divided by 28 lots, equals 2.7).

The other 25 acres of the area designated by the Town lie within a County zoning district that requires a connection to public water and sewer facilities. Hence, the designated area satisfies the eligibility criteria, because 75 acres meet the lot size requirement and 25 acres meet to public utility requirement.

**EXHIBIT 14**  
**EXAMPLE OF PHASE III BOUNDARY ADJUSTMENT**

### Example of Phase III Boundary Adjustment

An area designated for a boundary adjustment by the Town in the Phase III Boundary Adjustment Areas would be eligible for incorporation if it is contiguous to the existing Town boundary and has a minimum width of 500 feet where it connects with the existing Town boundary line. In addition, the area to be incorporated into the Town must be an urban or urbanizing area based on satisfying any one or more of the following criteria: (i) the area consists of parcels of land that have an average size of three acres or less (the “lot size requirement”), (ii) the area as a whole has a density of at least two dwellings or more per acre (the “density requirement”), or (iii) the area includes parcels of land that are used for commercial or industrial uses (the “business use requirement”). A designated area that satisfies these criteria is illustrated by the following example:

The Town proposes to incorporate 140 acres of land, a portion of which physically adjoins the then existing Town corporate boundaries along a line at least 500 feet in width. Of the designated area, 75 acres consists of individual parcels of land as shown on recorded subdivision plats or deeds, including one vacant 10-acre parcel; ten 2-acre parcels, each with a house; a 5-acre parcel with 25 apartments; ten 3-acre parcels, each with a house; five 1-acre parcels, each with a duplex; and one 5-acre parcel with a grocery store. That portion of the designated area is eligible for a boundary adjustment because it has an average of 2.7 acres per lot (75 acres divided by 28 lots, equals 2.7).

Another portion of the designated area includes 15 acres with two parcels, one with 10 acres and one with 5 acres. It would not satisfy the lot size requirement with an average lot size of 7.5 acres. However, the 10-acre parcel includes 30 apartments, and the 5-acre parcel has four duplexes, which results in a density of 2.3 dwellings per acre (38 dwellings divided by 15 acres, equals 2.5), or more than the minimum density of two dwellings per acre.

Another portion of the designated area includes 40 acres with a strip shopping center on 25 acres; one 5-acre lot with a doctor’s office building and single-family home; one 5-acre lot with a County office building; and one 5-acre lot with a machine repair shop and a horticulture operation. It would not meet the lot size requirement or the density requirement, but it would meet the business use requirement. The shopping center, office building, Post Office, and County office building are commercial development. The lot with the home is a commercial lot, because a portion of the lot is used for the doctor’s office building. The lot with the horticulture operation also is a commercial lot, because a portion of the lot is used for the machine repair shop.

The final portion of the designated area includes 10 acres used for public roads and public rights-of-way. Those acres can be excluded altogether in applying

the eligibility requirements. Hence, the area designated by the Town can be incorporated because each portion meets at least one of the alternative criteria for a boundary adjustment.

**EXHIBIT 15**

**EXAMPLE OF PHASE III BOUNDARY ADJUSTMENT FOR REMAINING  
PARCELS BASED ON 60% DEVELOPMENT**

Example of Phase III Boundary Adjustment for Remaining Parcels  
based on 60% Development

Those parcels of land within a Phase III Boundary Adjustment Area that have not been incorporated into the Town based on the criteria in Section 10.2 shall be eligible for incorporation at such time as 60% of the remaining parcels within any identified subsector have been developed. An example illustrating this type of boundary adjustment is as follows:

One of the six Phase III Boundary Adjustment Areas consists of 200 acres. Of that total area, 100 acres have been incorporated into the Town by ordinance based on the Phase III criteria in Section 10.2. The remaining 100 acres consist of 30 parcels of varying sizes. Of those 30 parcels, 20 have been developed. Some have single-family homes with three acres or less; some have apartments on larger parcels but with a density of two or more dwellings per acre; and some have retail stores, office buildings, or manufacturing operations – all of which constitute “development” for purposes of Section 10.8. The 20 developed parcels include 40 acres of the total 100-acre area. The remaining portions of this Phase III Boundary Adjustment Area include certain public roads and rights-of-way, but they are disregarded for this purpose.

These remaining parcels meet the 60% requirement and are eligible for a boundary adjustment, because 20 of the 30 remaining parcels, or 67%, have been developed. While the 20 parcels include only 40% of the remaining 100 acres, eligibility is based on the number of parcels, not the land area of the parcels.

**EXHIBIT 16**

**LIST OF PARCELS INCLUDING BISON PRINTING PROPERTY, NORTH  
HILLS SUBDIVISION, AND TOWN & COUNTRY SUBDIVISION**

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
109 A 45	N & W RWYCOMBINED WITH 128(2)A & B	35.41	I-2
110 1 1	NORTHWOOD HGTS LT 1	0.00	R-1
110 1 2	NORTHWOOD HGTS LT 2 PT 3	0.00	R-1
110 1 3A	NORTHWOOD HGTS LT 4 PT 3	0.00	R-1
110 1 5	NORTHWOOD HGTS LT 5	0.00	R-1
110 1 6	LT 6 NORTHWOOD HGTS	0.00	R-1
110 1 7	NORTHWOOD HGTS PT LT 7	1.72	R-1
110 1 7A	NORTHWOOD HGTS	0.98	R-1
110 1 8	NORTHWOOD HTS LT 8	0.00	R-1
110 1 9	NORTHWOOD HTS LT 9	0.00	R-1
110 1 10	NORTHWOOD HTS LT10	0.00	R-1
110 1 11	NORTHWOOD HTS LT 11	0.00	R-1
110 1 12	NORTHWOOD HTS LT 12	0.00	R-1
110 1 13	NORTHWOOD HTS LT 13	0.00	R-1
110 1 TR1	RT 1 NORTHWOOD HTS	16.40	R-1
110 1 TR2	TR 2 NORTHWOOD HTS	5.00	R-1
110 1 TR3	HIGH AC RD PT TR 3	4.41	R-1
110 1 TR3A	PT TR 3 NORWOOD HGTS	4.17	R-1
110 2 1E	PEAKS RD LT 1 EAST	5.66	R-1
110 2 1W	PEAKS RD LT 1 WEST	5.61	R-1
110 3 2	110-3-2&3A EAST & WEST	0.96	R-1
110 3 2B	WHEELER LTS 2B &3B EAST	1.11	R-1
110 3 2E	HIGH ACRE ROAD PB 49/308	6.41	R-1
110 3 2W	VISTARAMA LANE PB 49/308	1.00	R-1
110 4 1	LOT 1 PB 52/47	0.00	R-1
110 4 2	NR BEDFORD	70.32	R-1
110 4 2A	NR BEDFORD	27.69	R-1
110 4 3A	NORTH HILLS	1.46	R-1
110 4 3B	NR BEDFORD	1.43	R-1
110 4 3C	NEAR BEDFORD	1.38	R-1
110 4 4	NORTH HILLS LT 4 SC 10	0.60	R-1
110 4 5	NORTH HILLS LT 5 SC 10	0.60	R-1
110 5 A	LITTLE OTTER	46.17	R-1
110 5 A2	LITTLE OTTER	1.01	R-1
110 5 B	LITTLE OTTER	46.17	R-1
110 5 B1	LITTLE OTTER	1.21	R-1
110 5 C	LITTLE OTTER	46.17	R-1
110 5 C1	LITTLE OTTER	4.65	R-1
110 6 1	LITTLE OTTER	10.05	R-1
110 6 1A	LITTLE OTTER	16.49	R-1
110 6 3A	LITTLE OTTER	2.15	R-1
110 6 3B	LITTLE OTTER	8.88	R-1
110 6 3C	LITTLE OTTER	12.26	R-1
110 6 3D	TRACT 3D PB 43/383	2.02	R-1
110 6 4	LITTLE OTTER	65.41	AR
110 6 4A	LITTLE OTTER	15.00	AR
110 8 1	NORTH HILLS LT 1 SC 10	5.35	R-1
110 8 2	NORTH HILLS LT 2 SC 10	0.92	R-1

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110 8 3	NORTH HILLS LT 3 SC 10	1.06	R-1
110 9 6	NORTH HILLS LT 6 SC 10	0.80	R-1
110 9 7	NORTH HILLS LT 7 SC 10	0.89	R-1
110 9 8	NORTH HILLS LT 8 SC 10	0.82	R-1
110 9 9	NORTH HILLS LT 9 SC 10	0.84	R-1
110 9 10	NORTH HILLS LT 10 SC 10	1.26	R-1
110 9 11	NORTH HILLS LT 11 SC 10	1.20	R-1
110 9 12	NORTH HILLS LT 12 SC 10	1.12	R-1
110 9 13	NORTH HILLS LT 13 SC 10	1.02	R-1
110 9 14	NORTH HILLS LT 14 SC 10	1.19	R-1
110 9 15	NORTH HILLS LT 15 SC 10	0.97	R-1
110 9 16	NORTH HILLS LT 16 SC 10	1.13	R-1
110 9 17	NORTH HILLS LT 17 SC 10	1.21	R-1
110 9 18	NORTH HILLS LT 18 SC 10	1.02	R-1
110 9 19	NORTH HILLS LT 19 SC 10	1.14	R-1
110 9 20	NORTH HILLS LT 20 SC 10	0.99	R-1
110 9 21	NORTH HILLS LT 21 SC 10	0.99	R-1
110 A 1	LITTLE OTTER WB 133 610	90.20	R-1
110 A 2	PEAKS RD	5.01	R-1
110 A 2A	NORTH HILLS	0.44	R-1
110 A 3	PEAKS RD	2.25	R-1
110 A 3A	NORTH HILLS REVISED TRACT 5 PB 45/320	2.05	R-1
110 A 4	PEAKS RD	1.76	R-1
110 A 5	NEW TRACT 3 PB 44/147	1.59	R-1
110 A 6	PEAKS RD PB 44/147	3.97	R-1
110 A 7	PEAKS RD	2.01	R-1
110 A 8	HIGH ACRE ROAD	0.00	R-1
110 A 9	PEAKS RD	0.84	R-1
110 A 10	PEAKS RD LT A	0.73	R-1
110 A 11	PEAKS RD	0.73	R-1
110 A 12	PEAKS RD	0.85	R-1
110 A 12A	PEAKS RD	0.82	R-1
110 A 13	PEAKS RD	0.96	R-1
110 A 14	LT 13	0.98	R-1
110 A 15	PT LT 8, 9	2.18	R-1
110 A 17B	NORTH HILLS TR 1	6.03	R-1
110 A 17D	NORTH HILLS TR 2	7.46	R-1
110 A 18	LITTLE OTTER	9.81	R-1
110 A 19	NR BEDFORD	41.00	R-1
110 A 20	NR BEDFORD PB 51/111	17.00	R-1
110 A 20A	NR BEDFORD	17.61	R-1
110 A 20B	NR BEDFORD	5.00	R-1
110 A 22A	LITTLE OTTER	8.08	R-1
110 A 23	LITTLE OTTER	24.07	R-1
110 A 24	CENTERVILLE	1.07	R-1
110 10 1	PEAKLAND LT 1	1.89	R-1
110 10 2	PEAKLAND LT 2	1.60	R-1
110 10 3	PEAKLAND LT 3	1.88	R-1

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110 10 4	PEAKLAND LT 4	1.90	R-1
110 10 5	PEAKLAND LT 5	2.53	R-1
110 10 6	PEAKLAND LT 6	2.75	R-1
110 10 7	PEAKLAND LT 7	3.65	R-1
110 10 8	PEAKLAND LT 8	2.98	R-1
110 10 9	PEAKLAND LT 9	2.89	R-1
110 10 10	PEAKLAND LT 10	2.56	R-1
110 10 11	PEAKLAND LT 11	2.32	R-1
110 10 12	PEAKLAND LT 12	1.62	R-1
110 10 13	PEAKLAND LT 13	1.67	R-1
110 10 14A	PEAKLAND LT 14A	1.29	R-1
110 10 15	PEAKLAND LT 15	1.01	R-1
110 10 16	PEAKLAND LT 16	1.60	R-1
110 10 17	PEAKLAND LT 17	1.10	R-1
110 10 18	PEAKLAND LT 18	1.01	R-1
110 10 19	PEAKLAND LT 19 PB 48/67	1.00	R-1
110 10 20	PEAKLAND LT 20 PB 48/67	1.02	R-1
110 10 21	PEAKLAND LT 21 PB 48/67	1.01	R-1
110 10 22	PEAKLAND LT 22	1.53	R-1
110 10 23	PEAKLAND LT 23	1.27	R-1
110 10 24	PEAKLAND LT 24	1.02	R-1
110A 1 98	NORTH HILLS LOT 98 SC 5	0.89	R-1
110A 1 99	NORTH HILLS LOT 99 SC 5	0.00	R-1
110A 1 100	NORTH HILLS LOT 100 SC 5	0.69	R-1
110A 1 101	NORTH HILLS LOT 101 SC 5	0.67	R-1
110A 1 102	NORTH HILLS LOT 102 SC 5	0.78	R-1
110A 1 103	NORTH HILLS AMENDED LT 103 SEC 5 PB 49/337	0.90	R-1
110A 1 104	NORTH HILLS LT 104 SC 5	0.81	R-1
110A 1 105	NORTH HILLS LT 105 SC 5	0.80	R-1
110A 1 106	NORTH HILLS LT 106 SC 5	0.69	R-1
110A 1 107	NORTH HILLS LT 107 SC 5	0.69	R-1
110A 1 111	NORTH HILLS LT 111 SC 5	1.61	R-1
110A 1 111A	NORTH HILLS LT 111 S-5	1.07	R-1
110A 1 112	NORTH HILLS LT 112 B SC 5	0.77	R-1
110A 1 112A	NORTH HILLS LT 112 A SC 5	1.00	R-1
110A 1 113	NORTH HILLS LT 113 B SC 5	0.92	R-1
110A 1 113A	NORTH HILLS LT 113 A	0.92	R-1
110A 1 114	NORTH HILLS LT 114 SC 5	0.00	R-1
110A 1 115	NORTH HILLS LT 115 SC 5	0.79	R-1
110A 1 116	NORTH HILLS LT 116 SC 5	0.75	R-1
110A 1 117	NORTH HILLS LT 117 SC 5	0.69	R-1
110A 1 118	NORTH HILLS LT 118 SC 5	0.69	R-1
110A 1 119	NORTH HILLS LT 119 SC 5	0.69	R-1
110A 1 120	NORTH HILLS LT 120 SC 5	0.69	R-1
110A 1 121	NORTH HILLS LT 121 SC 5	0.66	R-1
110A 1 122	NORTH HILLS LT 122 SC 5	0.80	R-1
110A 1 123	NORTH HILLS LT 123 SC 5	0.84	R-1
110A 1 124	NORTH HILLS	0.72	R-1

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110A 1 125	NORTH HILLS LT 125 SC 5	0.72	R-1
110A 1 126	NORTH HILLS LT 126 SC 5	0.63	R-1
110A 1 127	NORTH HILLS LT 127 SC 5	0.70	R-1
110A 1 128	NORTH HILLS LT 128 SC 5	4.26	R-1
110A 1 129	NORTH HILLS LT 129 SC 5	0.70	R-1
110A 1 130	NORTH HILLS LT 130 SC 5	0.97	R-1
110A 1 131	NORTH HILLS LT 131 SC 5	0.72	R-1
110A 1 132	NORTH HILLS LT 132 SC 5	0.62	R-1
110A 1 133	NORTH HILLS LT 133 SC 5	0.70	R-1
110A 1 133A	NORTH HILLS	2.53	R-1
110A 1 134	NORTH HILLS LT 134 SC 5	0.82	R-1
110A 1 136	NORTH HILLS LT 136 SC 5	0.91	R-1
110A 1 137	NORTH HILLS LT 137 SC 5	0.67	R-1
110A 1 138	NORTH HILLS LT 138 SC 5	0.69	R-1
110A 1 139	NORTH HILLS LT 139 SC 5	2.89	R-1
110A 2 83A	NORTH HILLS LT 83 SC 4	0.72	R-1
110A 2 84	NORTH HILLS LT 84 SC 4	0.57	R-1
110A 2 85	NORTH HILLS LT 85 SC 4	0.57	R-1
110A 2 86	NORTH HILLS LT 86 SC 4	0.64	R-1
110A 2 87	NORTH HILLS LT 87 SC 4	0.69	R-1
110A 2 88	NORTH HILLS LT 88 SC 4	0.56	R-1
110A 2 89	NORTH HILLS LT 89 SC 4	0.57	R-1
110A 2 90	NORTH HILLS LT 90 SC 4	0.57	R-1
110A 2 91	NORTH HILLS LT 91 SC 4	0.57	R-1
110A 2 92	NORTH HILLS LT 92 SC 4	0.57	R-1
110A 2 93	NORTH HILLS LT 93 SC 4	0.69	R-1
110A 2 94	NORTH HILLS LT 94 SC 4	0.80	R-1
110A 2 95	NORTH HILLS LT 95 SC 4	0.78	R-1
110A 2 96	NORTH HILLS LT 96 SC 4	0.00	R-1
110A 2 97	NORTH HILLS LT 97 SC 4	0.69	R-1
110A 3 41	NORTH HILLS LT 41 SC 3	0.57	R-1
110A 3 42	NORTH HILLS LT 42 SC 3	1.03	R-1
110A 3 43	NORTH HILLS LT 43 SC 3	0.57	R-1
110A 3 44	NORTH HILLS LT 44 SC 3	0.57	R-1
110A 3 45	NORTH HILLS LT 45 SC 3	0.57	R-1
110A 3 46	NORTH HILLS LT 46 SC 3	0.57	R-1
110A 3 47	NORTH HILLS LT 47 SC 3	0.57	R-1
110A 3 48	NORTH HILLS LT 48 SC 3	0.57	R-1
110A 3 49	NORTH HILLS LT 49 SC 3	0.57	R-1
110A 3 50	NORTH HILLS LT 50 SC 3	0.57	R-1
110A 3 51	NORTH HILLS LOT 51 SC 3	0.00	R-1
110A 3 52	NORTH HILLS LT 52 SC 3	0.57	R-1
110A 3 53	NORTH HILLS LT 53 SC 3	0.54	R-1
110A 3 54	NORTH HILLS LT 54 SC 3	0.54	R-1
110A 3 55	NORTH HILLS LT 55 SC 3	0.57	R-1
110A 3 56	NORTH HILLS LT 56 SC 3	0.81	R-1
110A 3 57	NORTH HILLS LT 57 SC 3	0.53	R-1
110A 3 58	NORTH HILLS LT 58 SC 3	0.52	R-1

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110A 3 59	NORTH HILLS LT 59 SC 3	0.52	R-1
110A 3 60	NORTH HILLS LT 60 SC 3	0.53	R-1
110A 3 61	NORTH HILLS LT 61 SC 3	0.53	R-1
110A 3 62	NORTH HILLS LT 62	0.53	R-1
110A 3 63	NORTH HILLS LT 63	0.50	R-1
110A 3 64	NORTH HILLS LT 64	0.53	R-1
110A 3 65	NORTH HILLS LT 65	0.53	R-1
110A 3 66	NORTH HILLS LT 66	0.53	R-1
110A 3 67	NORTH HILLS LT 67	0.53	R-1
110A 3 68	NORTH HILLS LT 68	0.00	R-1
110A 3 69	NORTH HILLS LT 69	0.53	R-1
110A 3 70	NORTH HILLS LT 70	0.53	R-1
110A 3 71	NORTH HILLS LT 71	0.53	R-1
110A 3 72	NORTH HILLS LT 72	0.53	R-1
110A 3 73	NORTH HILLS LT 73	0.53	R-1
110A 3 74	NORTH HILLS LT 74	0.53	R-1
110A 3 75	LT 75 SC 3 NORTH HILLS	0.00	R-1
110A 3 76	NORTH HILLS LT 76	0.52	R-1
110A 3 77	NORTH HILLS LT 77	0.52	R-1
110A 3 78	NORTH HILLS LT 78	0.53	R-1
110A 3 79	NORTH HILLS LT 79	0.55	R-1
110A 3 80	NORTH HILLS LT 80	1.14	R-1
110A 3 81	NORTH HILLS LT 81	1.59	R-1
110A 3 82	NORTH HILLS LT 82	0.95	R-1
110A 4 37A	NORTH HILLS PT LT 37	0.00	R-1
110A 4 39	NORTH HILLS LT 39	0.00	R-1
110A 4 40A	NORTH HILLS DR 1/2 LT 40	0.00	R-1
110A 5 130A	NORTH HILLS LT 130A SC 5	0.94	R-1
110A 6 1	NORTH HILLS ESTATESLT 1	1.18	R-1
110A 6 2	NORTH HILLS ESTATESLT 2	0.99	R-1
110A 6 3	NORTH HILLS ESTATESLT 3	0.71	R-1
110A 6 4	NORTH HILLS ESTATESLT 4	0.64	R-1
110A 6 5	NORTH HILLS ESTATESLT 5	1.12	R-1
110A 6 6	NORTH HILLS ESTATESLT 6	0.94	R-1
110A 6 7	NORTH HILLS ESTATESLT 7	0.78	R-1
110A 6 8	NORTH HILLS ESTATESLT 8	0.78	R-1
110A 6 9	NORTH HILLS ESTATESLT 9	0.70	R-1
110A 6 35A	LT 35A	0.52	R-1
110A 6 69A	LT 69A	1.12	R-1
110B 1 140	NORTH HILLS LT 140 SC 6	0.63	R-1
110B 1 141	NORTH HILLS LT 141 SC 6	0.64	R-1
110B 1 142	NORTH HILLS LT 142 SC 6	0.76	R-1
110B 1 143	NORTH HILLS LT 143 SC 6	0.78	R-1
110B 1 144	NORTH HILLS AMENDED LT 144 SC 6 PB 49/337	0.76	R-1
110B 1 145	NORTH HILLS LT 145 SC 6	0.77	R-1
110B 1 146	NORTH HILLS LT 146 SC 6	0.64	R-1
110B 1 147	NORTH HILLS LT 147 SC 6	0.68	R-1
110B 1 148	NORTH HILLS LT 148 SC 6	0.92	R-1

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110B 1 149	NORTH HILLS LT 149 SC 6	1.00	R-1
110B 1 149A	NORTH HILLS LT 149A SC 6	0.53	R-1
110B 1 150	NORTH HILLS LT 150 SC 6	0.81	R-1
110B 1 151	NORTH HILLS LT 151 SC 6	0.64	R-1
110B 1 152	NORTH HILLS LT 152 SC 6	0.53	R-1
110B 1 153	NORTH HILLS LT 153 SC 6	0.53	R-1
110B 1 154	NORTH HILLS LT 154 SC 6	0.53	R-1
110B 1 155	NORTH HILLS LT 155 SC 6	0.53	R-1
110B 1 156	NORTH HILLS LT 156 SC 6	0.53	R-1
110B 1 157	NORTH HILLS LT 157 SC 6	0.64	R-1
110B 1 158	NORTH HILLS LT 158 SC 6	0.59	R-1
110B 1 159	NORTH HILLS LT 159 SC 6	0.61	R-1
110B 1 160	NORTH HILLS LT 160 SC 6	0.61	R-1
110B 1 161	NORTH HILLS LT 161 SC 6	0.85	R-1
110B 1 162	NORTH HILLS LT 162 SC 6	0.85	R-1
110B 1 163	NORTH HILLS LT 163 SC 6	0.91	R-1
110B 1 164	NORTH HILLS LT 164 SC 6	0.78	R-1
110B 1 165	NORTH HILLS LT 165 SC 6	0.86	R-1
110B 1 166	NORTH HILLS LT 166 SC 6	0.63	R-1
110B 1 167	NORTH HILLS LT 167 SC 6	0.53	R-1
110B 1 168	NORTH HILLS LT 168 SC 6	0.60	R-1
110B 1 169	NORTH HILLS LT 169 SC 6	0.72	R-1
110B 1 170	NORTH HILLS LT 170 SC 6	0.72	R-1
110B 1 171	NORTH HILLS LT 171 SC 6	0.76	R-1
110B 1 172	NORTH HILLS LT 172 SC 6	0.74	R-1
110B 1 173	NORTH HILLS LT 173 SC 6	0.64	R-1
110B 1 174	NORTH HILLS LT 174 SC 6	0.53	R-1
110B 1 175	NORTH HILLS LT 175 SC 6	0.66	R-1
110B 2 176	NORTH HILLS LT 176 SC 7	0.60	R-1
110B 2 177	NORTH HILLS LT 177 SC 7	0.66	R-1
110B 2 178	NORTH HILLS LT 178 SC 7	0.77	R-1
110B 2 179	NORTH HILLS LT 179 SC 7	0.74	R-1
110B 2 180	NORTH HILLS LT 180 SC 7	0.64	R-1
110B 2 181	NORTH HILLS LT 181 SC 7	0.66	R-1
110B 2 182A	NORTH HILLS LT 182A SC 7	0.50	R-1
110B 2 182B	NORTH HILLS LT 182B SC 7	0.50	R-1
110B 2 183	NORTH HILLS LT 183 SC 7	2.62	R-1
110B 2 188	NORTH HILLS LT 188 SC 7	6.55	R-1
110B 2 189	NORTH HILLS LT 189 SC 7	0.83	R-1
110B 2 190	NORTH HILLS LT 190 SC 7	0.66	R-1
110B 2 191	NORTH HILLS LT 191 SC 7	0.58	R-1
110B 2 193	NORTH HILLS LT 193 SC 7	0.92	R-1
110B 2 194	NORTH HILLS LT 194 SC 7	1.03	R-1
110B 2 195	NORTH HILLS LT 195 SC 7	0.81	R-1
110B 2 196	NORTH HILLS LT 196 SC 7	0.61	R-1
110B 2 197	NORTH HILLS LT 197 SC 7	0.65	R-1
110B 2 198	NORTH HILLS LT 198 SC 7	0.66	R-1
110B 2 199	NORTH HILLS LT 199 SC 7	0.58	R-1

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
110B 2 200	NORTH HILLS LT 200 SC 7	0.76	R-1
110B 2 201	NORTH HILLS LT 201 SC 7	1.06	R-1
110B 2 202	NORTH HILLS LT 202 SC 7	0.91	R-1
110B 3 28	HIGH ACRE ESTATES LT 28	0.99	R-1
110B 3 29	HIGH ACRE ESTATES LT 29	1.20	R-1
110B 3 30	HIGH ACRE ESTATES LT 30	6.16	R-1
110B 3 31	HIGH ACRE ESTATES LT 31	2.09	R-1
110B 3 32	HIGH ACRE ESTATES LT 32	2.04	R-1
110B 3 33	HIGH ACRE ESTATES LT 33	0.85	R-1
110C 1 10	NORTH HILLS ESTATES LT 10 SEC 3	0.88	R-1
110C 1 11	NORTH HILLS ESTATES LT 11 SEC 3	0.83	R-1
110C 1 12	NORTH HILLS ESTATES LT 12 SEC 3	0.85	R-1
110C 1 13	NORTH HILLS ESTATES LT 13 SEC 3	0.76	R-1
110C 1 14	NORTH HILLS ESTATES LT 14 SEC 3	0.73	R-1
110C 1 15	NORTH HILLS ESTATES LT 15 SEC 3	0.94	R-1
110C 1 16	NORTH HILLS ESTATES LT 16 SEC 3	0.95	R-1
110C 1 17	NORTH HILLS ESTATES LT 17 SEC 3	1.93	R-1
110C 1 18	NORTH HILLS ESTATES LT 18 SEC 3	0.78	R-1
110C 1 19	NORTH HILLS ESTATES LT 19 SEC 3 PB 36/326	1.08	R-1
110C 1 21	NORTH HILLS ESTATES LT 21 SEC 3 PB 36/326	1.20	R-1
110C 1 22	NORTH HILLS ESTATES LT 22 SEC 3	0.70	R-1
110C 1 23	NORTH HILLS ESTATES LT 23 SEC 3	0.79	R-1
110C 1 26	NORTH HILLS ESTATES LT 26 SEC 3	1.21	R-1
110C 1 27	NORTH HILLS ESTATES LT 27 SEC 3	1.08	R-1
110C 1 28	NORTH HILLS ESTATES LT 28 SEC 3	1.40	R-1
110C 1 29	NORTH HILLS ESTATES LT 29 SEC 3	0.83	R-1
110C 1 30	NORTH HILLS ESTATES LT 30 SEC 3	0.69	R-1
110C 1 31	NORTH HILLS ESTATES LT 31 SEC 3	0.72	R-1
110C 1 32	NORTH HILLS ESTATES LT 32 SEC 3	1.02	R-1
110C 1 33	NORTH HILLS ESTATES REVISED LT 33 SEC 3	3.31	R-1
110C 1 34	NORTH HILLS ESTATES LT 34 SEC 3	0.88	R-1
110C 1 43	NORTH HILLS ESTATES LT 43 SEC 3	0.00	R-1
110C 1 44	NORTH HILLS ESTATES LT 44 SEC 3	0.00	R-1
110C 1 45	NORTH HILLS ESTATES LT 45 SEC 3	0.00	R-1
110C 2 24	NORTH HILLS ESTATES LT 24 SEC 2	1.34	R-1
110C 2 25	NORTH HILLS ESTATES LT 25 SEC 2	1.28	R-1
110C 2 46	NORTH HILLS ESTATES LT 46 SEC 2	0.00	R-1
128 A 47B	TOWN & COUNTRY PT LT 35 SEC 4	0.28	AR
128A 1 A	T & C LAKE PROP	0.88	AR
128A 1 A1		0.88	AR
128A 1 A 8	LOT TOWN & COUNTRY LT 10 BK A	0.00	AR
128A 1 A 10	TOWN & COUNTRY LT 10 BK A	0.00	AR
128A 1 A 11	TOWN & COUNTRY LT 11 BKA	0.00	AR
128A 1 A 12	T&c LT 12 BK A	0.00	AR
128A 1 A 13	TOWN & COUNTRY LT 13 BK A	0.00	AR
128A 1 A 14	T&C LT 14 BK A	0.00	AR
128A 1 A 15	T&C LT 15 BK A	0.00	AR
128A 1 A 16	T&C LT 16 BK A	0.00	AR

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128A 1 B 25	T&C PT LT 25 BLK B	0.25	AR
128A 1 B 26	T&C PT LT 26 BLK B	0.00	AR
128A 1 B 27	T&C PT LT 27	0.00	AR
128A 1 B 28	T&C LT 28 BLK B	0.00	AR
128A 1 B 29	T&C LT 29 BLK B	0.00	AR
128A 1 D 44	T&C LT 44 BLK D	0.00	AR
128A 1 D 45	T&C LT 45 DK D	0.00	AR
128A 1 D 46	T&C LT 46 BK D	0.00	AR
128A 1 D 47	TOWN & COUNTRY LT 47 BK D	0.00	AR
128A 1 D 48	T&C LT 48 BK D	0.00	AR
128A 1 D 49	TOWN & COUNTRY LT 49 BK D	0.00	AR
128A 1 D 50	T&C LT 50 BK D	0.00	AR
128A 1 E 58	T&C LT 58 BK D	0.00	AR
128A 1 E 59	T&C LT 59 BK D	0.00	AR
128A 1 E 60A	T&C LT PT 60A	0.00	AR
128A 1 E 60B	T&C LT 60B BK E	0.00	AR
128A 1 E 61	TOWN & COUNTRY LT 61 BK E	0.00	AR
128A 1 E 62	TOWN & COUNTRY LT 62 BK E	0.00	AR
128A 1 E 63	TOWN & COUNTRY LT 63 BK E	0.00	AR
128A 1 E 64	TOWN & COUNTRY LT 64 BK E	0.00	AR
128A 1 F 65	T&C LT 65 BLK F	0.00	AR
128A 1 F 66	T&C LT 66 BLK F	0.00	AR
128A 1 F 67	T&C LT 67 BK F	0.00	AR
128A 1 F 68A	T&C PT LT 68 AB	0.00	AR
128A 1 F 69	TOWN & COUNTRY LT 69 BK F	0.74	AR
128A 1 F 70B	BLK F TOWN & COUNTRY LT 71 PT 70B	0.00	AR
128A 2 C 30	T&C LT 30 BK C	0.00	AR
128A 2 C 31	T&C LT 31 BK C	0.00	AR
128A 2 C 32	T&C LT 32 BK C	0.00	AR
128A 2 C 33	T&C LT 33 BK C	0.00	AR
128A 2 C 34	T&C LT 34 BK C	0.00	AR
128A 2 C 35	T&C LT 35 BK C	0.00	AR
128A 2 C 36	T&C LT 36 BK C	0.00	AR
128A 2 C 37	T&C LT 37 BK C	0.00	AR
128A 2 C 38	TOWN & COUNTRY LT 38 BK C	0.00	AR
128A 2 C 39	T&C LT 39 BK C	0.00	AR
128A 2 C 40	T&C LT 40 BK C	0.00	AR
128A 2 C 41	TOWN & COUNTRY LT 41 BK C	0.00	AR
128A 2 C 42	T&C LT 42 BK C	0.00	AR
128A 2 C 43	T&C LT 43 BK C	0.00	AR
128A 3 A 17	TOWN & COUNTRY LT 17 BK A	0.00	AR
128A 3 A 18	TOWN & COUNTRY LT 18 BK A	0.00	AR
128A 3 A 19	T&C LT 19 BK A	0.00	AR
128A 3 A 20	T&C LT 20 BK A	0.00	AR
128A 3 A 21	T&C LT 21 BK A	0.00	AR
128A 3 A 22	T&C LT 22 BLK A	0.00	AR
128A 3 A 23	T&C LT 23 BLK A	0.00	AR
128A 3 A 24	T&C LT 24 BLK A	0.00	AR

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128A 3 E 51	TOWN & COUNTRY BLK E PT LT 52 & 51	0.00	AR
128A 3 E 52B	T&C LT 52B BLK E	0.00	AR
128A 3 E 53	T&C LT 53 BLK E	0.00	AR
128A 3 E 54	T&C LT 54 BLK E	0.00	AR
128A 3 E 55	T&C LT 55 BLK E	0.00	AR
128A 3 E 56	T&C LT 56 BK E	0.00	AR
128A 3 E 57	T&C LT 57 BLK E	0.00	AR
128A 4 G 25	T&C LT 25 BLK 6	0.00	AR
128A 4 G 26	T&C LT 26 BLK G	0.00	AR
128A 4 G 27	T&C LT 27 BLK G	1.01	AR
128A 4 G 29	T&C LT 29 BLK G	0.58	AR
128A 4 G 30	T&C LT 30 BLK G	0.00	AR
128A 4 G 31	T&C LT 31 BLK G	0.00	AR
128A 4 G 32	T&C LT 32 BLK G	0.00	AR
128A 4 G 33	T&C LT 33 BLK G	0.00	AR
128A 4 G 35	T&C LT 35 BLK G	0.00	AR
128A 4 G 36	T&C LT 36 BLK G	0.00	AR
128A 4 G 37	T&C LT 37 BLK G	0.00	AR
128A 4 G 38	TOWN & COUNTRY LT 38 BK G	0.00	AR
128A 4 G 39	T&C LT 39 BLK G	0.00	AR
128A 4 G 40	TOWN & COUNTRY LT 40 BK G	0.00	AR
128A 4 G 41	T&C LT 41 BK G	0.00	AR
128A 4 G 42	TOWN & COUNTRY LTY 42 B-G	0.00	AR
128A 4 G 43	T&C LT 43 BK G	0.00	AR
128A 4 H 58	WOODHAVEN DR LT 58 BK H	0.56	AR
128A 4 H 59	TOWN & COUNTRY LT 59 BK H	0.00	AR
128A 4 H 60	T&C LT 60 BK H	0.00	AR
128A 4 H 61	TOWN & COUNTRY LT 61 BK H	0.00	AR
128A 4 H 62	T&C LT 62 BK H	0.00	AR
128A 4 H 63	TOWN & COUNTRY LT 63 BK H	0.00	AR
128A 4 H 64	T&C LT 64 BK H	0.00	AR
128A 4 H 65	T&C LT 65 BK H	0.00	AR
128A 4 H 66	T&C LT 66 BK H	0.00	AR
128A 4 H 67	LT 67 BK H T & C	0.00	AR
128A 4 H 68	T&C LT 68 BK H	0.00	AR
128A 4 H 69	T&C LT 69 BK H	0.00	AR
128A 4 H 70	TOWN & COUNTRY LT 70 BK H	0.00	AR
128A 4 H 71	T&C LT 71 BLK H	0.00	AR
128A 4 H 72	TOWN & COUNTRY LT 72 BK H	0.00	AR
128A 4 H 73	T&C LT 73 BK H	0.00	AR
128A 4 H 74	TOWN & COUNTRY LT 74 BK H	0.00	AR
128A 4 H 75	T&C LT 75 BK H	0.00	AR
128A 4 H 76	TOWN & COUNTRY LT 76 BK H	0.00	AR
128A 4 I B	TOWN & COUNTRY LTS 78 & 95 BLK I	0.93	AR
128A 4 I 77	TOWN & COUNTRY LT 77 BK I	0.00	AR
128A 4 I 79	T&C LT 79 BK I	0.00	AR
128A 4 I 80	T&C LT 80 BLK I	0.00	AR
128A 4 I 81	LT 81 BK I TOWN & COUNTRY	0.00	AR

BISON PRINTING, NORTH HILLS, AND TOWN COUNTRY

<b>TAX PARCEL</b>	<b>LEGAL DESCRIPTION</b>	<b>acreage</b>	<b>ZONING</b>
128A 4 I 82	T&C LT 82 BK I	0.00	AR
128A 4 I 83	T&C LT 83 BK I	0.00	AR
128A 4 I 84	TOWN & COUNTRY LT 84 BK I	0.00	AR
128A 4 I 85	T&C LT 85 BK I	0.00	AR
128A 4 I 86	T&C LT 86 BK I	0.00	AR
128A 5 87	TOWN & COUNTRY	0.73	AR
128A 5 88	T&C LT 88	0.00	AR
128A 5 89	TOWN & COUNTRY LT 89	0.00	AR
128A 5 90	T&C LT 90	0.00	AR
128A 5 91	TOWN & COUNTRY LT 91	0.00	AR
128A 5 92	TOWN & COUNTRY LT 92	0.37	AR
128A 5 93	TOWN COUNTRY LT 93	0.00	AR
128A 5 94	T&C LOT 94	0.00	AR
128A 5 96	TOWN & COUNTRY LT 96	0.00	AR
128A 5 97	T&C LT 97	0.00	AR
128A 5 98	T&C LT 98	0.00	AR
128A 5 99	T&C LT 99	0.00	AR
128A 5 100	TOWN & COUNTRY LT 100	0.00	AR
128A 5 101	T&C LT 101	0.00	AR
128A 5 102	TOWN & COUNTRY LT 102	0.00	AR
128A 5 103	TOWN & COUNTRY LOT 103	0.00	AR
128A 5 105	TOWN & COUNTRY LOT 105	0.00	AR
128A 5 106	T&C LT 106	0.00	AR
128A 5 107	T&C LT 107	0.00	AR
128A 5 108	TOWN & COUNTRY LT 108	0.00	AR
128A 5 109	T&C LT 109	0.00	AR
128A 5 110	T&C LT 110	0.00	AR
128A 5 111	TOWN & COUNTRY LT 111	0.00	AR
128A 5 112	T&C LT 112	0.00	AR
128A 5 113	T&C LT 113	0.00	AR
128A 5 114	T&C LT 114	0.00	AR
128A 5 115	T&C LT 115	0.00	AR
128A 5 116	T&C LT 116	0.00	AR
128A 5 117	LT 117	0.00	AR
128A 5 118	TOWN & COUNTRY LT 118	0.00	AR
128A 5 119	TOWN & COUNTRY LT 119	0.00	AR
128A 5 120	TOWN & COUNTRY LT 120	0.00	AR
128A 5 121	TOWN & COUNTRY LT 121	0.00	AR
128A 5 121A	T&C LT 122	0.00	AR
128A 5 122	T&C LT 122	0.00	AR
128A 5 125	LT 125 TOWN & COUNTRY	0.00	AR
128A 5 126	TOWN & COUNTRY LT 126	0.00	AR
128A 5 127	TOWN & COUNTRY LT 127	0.00	AR
128A 5 128	T&C LT 128	0.00	AR
128A 5 129	T&C LT 129	0.00	AR
128A 5 130	T&C LT 130	0.00	AR
<b>478 total parcels</b>		<b>970.36</b>	